

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

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

**REGULAR COUNCIL MEETING
AGENDA**

REVISED AGENDA

June 14, 2023
7:00 PM

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 in being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER at approximately 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Oath of Office - Chief Noel Lindsley

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

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

PUBLIC COMMENT

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

COMMITTEE REPORTS:

2. **Report** from the Parks and Recreation Committee regarding their April 19, 2023 meeting.

CONSENT AGENDA: Set for approximately 7:55 p.m. (*Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.*)

3. Approval of the following Council Meeting Minutes:
 - A. February 9, 2023 Special Council Meeting
 - B. April 10, 2023 Organizational Meeting
4. **Ratification of Approval** of Engagement Letter with TriMerge Consulting Group for temporary professional governmental financial, accounting, and audit support, effective April 20, 2023. Enclosed is a copy of the Engagement Letter.
5. **Consideration and Approval** of a Resolution updating the list of authorized signers for the town's accounts with Bank of America. Enclosed is a copy of the Resolution.

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AUTHORIZING DEPOSITS AND WITHDRAWALS
OF TOWN FUNDS IN CERTAIN ACCOUNTS;
PROVIDING FOR INCORPORATION OF
RECITALS; AND PROVIDING FOR AN EFFECTIVE
DATE.**

STAFF RECOMMENDATION: Approval

POLL VOTE

PUBLIC HEARING

6. Resolution approving or denying a request for approval for a revision for a new mixed-used mid-rise development for "1177 Bay Harbor Islands, LLC" located at 1177 Kane Concourse, Lots 5-14 of Block 21 and Lot 32 of Block 3. On August 20, 2019 (Resolution No 2185) the Board approved the original site plan. The owners have made site modifications that include a reduction in the number of DU from 89 to 54. The residential units will no longer be "rentals" as originally approved but will now be sold via condominiums. Due to the change in the number of DUs, the residential floor layouts have changed, which caused changes to the building's appearance (windows/balconies). Enclosed please find the revised site plan and elevations.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

7. **Consideration and Approval** of an ordinance on First Reading regarding Town Elections, amending Section 6-4 of the Town Code to provide for one day of early voting. Sponsored by Council Member Isaac Salver. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 6-4 OF THE TOWN CODE PROVIDING EARLY VOTING FOR MUNICIPAL ELECTIONS, PURSUANT TO SECTION 100.3605, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

8. **Consideration and Approval** of an ordinance on First Reading amending Sections 5-5 of the Town's Code entitled "Construction Site Operations" to create a new subsections 5-5.2, 5-5.3 and 5-5.4 23- 12(12) related to lot regrading and revegetation during demolition and construction activities, and during periods of a site being vacant in anticipation of future construction, and to amend Section 24-15 for similar reason. Introduced by Council Member Robert Yaffe. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TO AMEND CHAPTER 5 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED BUILDINGS AND CONSTRUCTION CODE; AMENDING SECTION 5-5 ENTITLED CONSTRUCTION SITE OPERATIONS TO MODIFY SECTION 5-5(e) RELATED TO THE VEGETATION MAINTENANCE; CREATING NEW SECTION 5-5.2 ENTITLED REGRADING AND REVEGETATION PLAN; CREATING NEW SECTION 5-5.3 ENTITLED REGRADING AND REVEGETATION BOND; CREATING NEW SECTION 5-5.4 ENTITLED FAILURE TO REGRADE AND REVEGETATE SITE; AMENDING SECTION 24-15 ENTITLED RESPONSIBILITIES OF OWNERS OF VACANT BUILDINGS, VACANT STRUCTURES AND VACANT OR UNIMPROVED LOTS; CREATING NEW SECTION 24-15(j); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

9. **Consideration and Approval** of an ordinance on First Reading amending Section Article 1, Sections 5- 6 of the Town Code pertaining to development fees to modify Article I, Sections 5-6 entitled “Development Fees, Permits – Required, Fees to be Paid; Penalty of Noncompliance” to modify the provision related to Town actions for noncompliance. Introduced by Council Member Robert Yaffe. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN’S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION, ARTICLE I, SECTION 5-6 ENTITLED DEVELOPMENT FEES, PERMITS – REQUIRED, FEES TO BE PAID; PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

DEFERRED ITEMS:

10. **Request for approval** of the location of a temporary Sales Center at 10301 East Bay Harbor Drive in connection with the development of the properties at 9781 and 9927-9955 East Bay Harbor Drive, by 9781 Bay Harbor Development LLC, 9955 Bay Harbor Development LLC. Duration of the sales center is expected through March 31, 2026. Enclosed are copies of the application materials.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

11. **Discussion** regarding the addition of a Mobile Command Post in the 2023/2024 Capital Improvement Plan. Sponsored by Council Member Stephanie Bruder.
12. **Discussion** regarding the requirements of the Design Review Board submittal package. Sponsored by Council Member Teri D'Amico.
13. **Discussion and Consideration** of Possible Action regarding a study of the perimeter of Bay Harbor Islands East Island’s Seawall shoreline. Sponsored by Council Member Teri D'Amico.

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

14. **Consideration and Approval** of a request from the Florida League of Cities to designate one Voting Delegate for this year’s Annual Business Session, during the 97th Annual Conference from August 10-12, 2023 at the Hilton Orlando Bonnet Creek in Orlando, Florida. Enclosed is correspondence from the Florida League of Cities.

15. **Consideration** and **Approval** of an extension of the Lease Agreement between the Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed is a copy of the Lease Extension Document.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

DISCUSSION ITEMS:

16. Discussion regarding penalties for noncompliance with Hurricane Preparedness regulations. Sponsored by Council Member Stephanie Bruder.

ADJOURNMENT: Approximately 11:00 p.m.

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

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 1.

ITEM: Oath of Office - Chief Noel Lindsley

DESCRIPTION:

With the resignation of Chief of Police Raul Diaz effective June 10, 2023, the Town Manager has appointed Deputy Chief Noel Lindsley as the new chief.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 2.

ITEM: Report from the Parks and Recreation Committee regarding their April 19, 2023 meeting.

DESCRIPTION:

The Parks and Recreation Department recommended the following at its April 19th meeting:

1. Host the first Annual Halloween Doggy Parade in October.
2. Hiring a Park Attendant on the weekends for the Basketball courts from 3:00 p.m. to 8:00 p.m.
3. Host a Shoreline Clean Up the first weekend in June.
4. Start a Resident Dining Club Committee.
5. Art Program

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 3.

ITEM: Approval of the following Council Meeting Minutes:

- A. February 9, 2023 Special Council Meeting
- B. April 10, 2023 Organizational Meeting

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	02.09.2023 Special Council Meeting
2.	04.10.2023 Organizational Meeting

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A SPECIAL COUNCIL MEETING

A Special Meeting of the Town Council was held on Thursday, February 9, 2023, at 6:07 p.m. Upon roll call the following members responded:

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

1. DISCUSSION AND POSSIBLE ACTION REGARDING TOWN HALL FACILITIES.

Public Work Director Jason Atkinson came forward and outlined problems with the Town Hall buildings such as electrical issues that may lead to short circuiting, life safety issues because of the possibility of water seeping from roof leaks that can create moisture within the walls; and the building being structurally sound and sitting on piles. However, the six concrete slabs in the main administrative area were noted to be moist from rising ground water underneath. In the Annex building there is a twelve-inch slab with no moisture barrier and nothing to prevent moisture from settling underneath; this could create a potential issue in the future. He noted that the building did pass the 40-year recertification. He opined Town Hall would have to be shut down in order to replace or perform repairs considering the electrical and life safety issues. Other significant issues include the functionality and the age of the building.

Vice Mayor Tricoche asked what would be needed to rebuild the Town Hall. Public Works Director Atkinson stated that moisture bearings would have to be installed.

Council Member Bruder asked if the water tank was up to par. Public Works Director Atkinson replied that no structural defects were seen. She then asked about the pumps. He responded that there are problems with access and proper ventilation, as the ventilation is not good. Additionally, there is duct work through the drywall/wet well area.

Vice Mayor Tricoche pointed out that Town Staff spoke with the landlord regarding the space mentioned for lease and they have no intention of leasing that space.

Town Manager Lasday stated the only option was to stay in town in modulars, as other space could not be found in town. Council Member Salver suggested another option to rent space in North Miami. Council Member Bruder stated some citizens cannot get to North Miami, plus part of the Public Works need to be in the town. Vice Mayor Tricoche felt the majority of the functions should be in the town. Council Member Yaffe stated life safety was the primary focus, and it was clear all or part of the building needs to be vacated.

Town Manager Lasday stated that the building would need to be shut down in order to repair everything.

Council Member Yaffe preferred all of the buildings to be repaired with the majority of staff in town or work remotely from home. Mayor Fuller stated it would take at least 18 months.

PUBLIC COMMENT

Ree Stoppa, 9881 East Bay Harbor Drive, came forward and questioned how they got to this point and whether it was lack of government; how the building passed the 40-year recertification and has problems now; why it is in the position that it is now; and why the Code of Ordinances were not followed.

Mayor Fuller pointed out that the council is now seeing the issue with the building and is taking action.

Vice Mayor Tricoche clarified the 40-year recertification was done in 2015.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward and asked why developers could not get together with the council members and find a place for the employees, if the DiPietro building was not available; and stated she was not in favor of the offices moving to North Miami.

Frances Neuhut, 1060 Kane Concourse, came forward and questioned the need to build a new Town Hall and spoke about multiple cases of covid, mold, A/C, employees getting sick, BHI not very efficient, and suggested eliminating the Parking Trust as it is of no benefit to the town.

Harry Bruder, 1281 94th Street, came forward and suggested a new Town Hall be built similar to what other municipalities have done and are doing, considering the new findings regarding electrical problems and the water problem under the building. He suggested TDR monies be used to build.

Town Manager Lasday reported that there is \$6 Million in the TDR fund; plus a \$3 Million surplus from last year that was put into the Unrestricted Reserves; there is a total of \$15,691,000. Council Member Yaffe read the TDR regulations into the record. The Parking Trust received \$780,000 from La Baia North and \$1,680,000 was recently approved.

Joyce Green, 1360 99th Street, came forward and suggested the use of Bank of America drive through for the modulars since there is no space in town to move the offices.

ACTION: Vice Mayor Tricoche made a motion for modulars to be placed in the Bay Harbor Island Parking Lot on 95th Street, that a meeting be called within 30 days to discuss long-term arrangements, whether Town Hall or future plans. Council Member Yaffe seconded the motion and suggested an amendment to include placement of the modulars on a portion of the parking lot and for directions to be given to staff. Vice Mayor Tricoche accepted the amended motion, and all voted in favor. The motion passed unanimously on a poll vote.

There being no further business the meeting adjourned at 6:38 p.m.

MAYOR

ATTEST

TOWN CLERK

TOWN OF BAY HARBOR ISLANDS
MINUTES OF AN ORGANIZATIONAL MEETING

An Organizational Meeting of the Town Council was held on Wednesday, April 10, 2023 at 6:05 p.m. Upon roll call the following members responded:

Mayor Joshua D. Fuller

Vice Mayor Elizabeth Tricoche
Council Member Teri D'Amico
Council Member Robert Yaffe

Council Member Stephanie Bruder
Council Member Molly Diallo

1. Acceptance of Miami-Dade County Elections Department Certification of the April 4, 2023, General Election Results. Enclosed is a copy of the Certification Letter.

Council Member Salver made a motion to accept the Certification of the April 4, 2023, General Election. Council Member Bruder seconded the motion, and it passed unanimously.

Town Manager Maria Lasday read the results into the record. There were 3,335 Registered Voters; 806 Ballots were cast; the percentage of turnout was 24.17; the number of votes for Frances Neuhut was 167, for Gustavo Ortega 270, for Isaac Salver 435, and for Robert Yaffe 451.

2. Administration of the Oath of Office to the newly elected Council Members by the Town Clerk.
Town Clerk Yvonne P. Hamilton administered the Oath of Office to Council Members Isaac Salver and Robert Yaffe.
3. Distribution of Annual Salaries to the Town Council, pursuant to Section 2.06 of the Town's Charter.

The checks were issued to the Town Council. Mayor Fuller stated the Council Members receive a salary of \$1.00 per year. The Council reached a consensus to donate their annual salaries to the Ruth K. Broad K-8 Center Parent Teacher Association (PTA).

4. Selection of a Mayor by the Town Council, pursuant to Section 2.02 of the Town's Charter.

Council Member Diallo made a motion to elect Elizabeth Tricoche for Mayor and Council Member Bruder seconded the motion.

Council Member Yaffe nominated Joshua Fuller for mayor and Council Member Salver seconded the motion.

Mayor Fuller informed Vice Mayor Tricoche it has been a pleasure serving with her. He stated he was honored to be nominated again; he enjoyed the job, because the town has been able to succeed in quite a few things. He was worried that the town was on the cusp of certain items right now, most specifically dealing with funding and grants. His position in being able to go back and forth to Washington, DC especially, has been leading towards significant success for the town.

He added that while nothing is 100 percent certain, one of the things is that due to the efforts, which will need to continue, at least through his communications, it is looking very likely that the town will be at the top of the list for significant grant funding, and the Honorable Congresswoman Frederica Wilson's Office will be recommending \$12 Million for the town, based on collective efforts and his putting a lot of time into getting the funding. He stated that he did not want to put that at risk, and he would like to continue as mayor for that purpose; he didn't want to take the risk and miss the \$12 Million. He understood her position, but hoped the Vice Mayor would reconsider running again. Plus, there is a history that Council Members serve three years as mayor.

Council Member Bruder informed Mayor Fuller that he can still work in his position and help the town; she didn't feel he had to be the mayor to do so. She expected him to be back as mayor as people love him; and he has worked diligently and hard. She thought it undue pressure to someone who has given so much service to the town, who loves the town, and who also has a right to be mayor. She clarified some council members served two, three, and five years as mayor; there hasn't been consistency.

Council Member Yaffe explained his reason for nominating Joshua Fuller for mayor again because of the continuity of some of the relationships he has built over the last two years, particularly with respect to getting grant money; not that he had any doubt Vice Mayor Tricoche was qualified to serve as mayor.

Vice Mayor Tricoche asked Mayor Fuller if the grants were contingent upon him being present at meetings. Mayor Fuller responded no. He explained that he has built relationships in Washington, DC and would like to complete the process for the \$12 Million, and hopefully more.

Council Member D'Amico referred to Section 2.02 of the Town Charter regarding selection of Mayor and Vice Mayor. She spoke of inconsistencies and felt it important to have something that changes direction when there are no term limits. She did not think it was fair for someone who has been on the council for 10 years not to serve as mayor. She would like to see a fairer process in place and believed the council should discuss the issue.

Town Attorney Geller advised nothing limits the discretion of the Town Council as to who elects a mayor or vice mayor; it is completely up to the council, and they can do it for such reasons and in such fashion as they deem appropriate.

Council Member D'Amico believed people should be represented fairly; there should be structure and the mayor's term should be for two years. She expressed support for Vice Mayor Tricoche as mayor.

Mayor Fuller expressed concern that since Vice Mayor Tricoche has indicated she will be leaving office next year; if selected as mayor she will be serving for one year, meaning there will be another turnover in the middle of the grant process and all the projects.

Council Member Bruder spoke about the mayor's good knowledge of the process in Tallahassee but felt that him not being mayor wouldn't make a difference, because he had already built relationships that will be longstanding; and he can still go to Washington, DC and be productive and successful.

Mayor Fuller stated that the title does make the difference when lobbying because communities sometimes can't differentiate between titles. Vice Mayor Tricoche added she has enjoyed serving in the council but also wants the opportunity to serve as mayor. Mayor Fuller stated she has served the community very well and is more than capable of being the mayor. His issue stems from putting the potential funding in grants at risk if leadership changes; he didn't want to take that risk.

Council Member D'Amico believed that everyone should be allowed to take turns at being mayor, and the council should not rely on just one person to lobby for grants. Mayor Fuller responded that consistency and nudging tends to be the most successful way to get funds for all of the projects. He stated that if the consensus of the council was to have the mayor serve two years, he'll accept the terms.

Vice Mayor Tricoche stated she would like to see Mayor Fuller continue working on the grants since he has gotten the town so far. The mayor expressed his concern to the availability for travelling to Washington D.C. to secure the funds from the vice mayor. Vice Mayor Tricoche asked Town Manager Lasday if she was concerned that Mayor Fuller will not be able to secure the grant funds without the title of mayor. The Town Manager responded that the presence of an elected official is important, along with consistency. The Town Manager requested that if Vice Mayor Tricoche becomes mayor, she would allow Mayor Fuller to continue travelling with her to D.C. because they already know who they are. Vice Mayor Tricoche agreed that the continuity of conversation is important, and he should continue to represent the council.

Mayor Fuller disagreed with Vice Mayor Tricoche wanting to serve as mayor for only one year.

ACTION: The motion by Council Member Diallo to appoint Elizabeth Tricoche as mayor, seconded by Council Member Bruder passed 4-3 on a poll vote, with Mayor Fuller and Council Members Salver and Yaffe opposing.

5. Selection of a Vice Mayor by the Town Council, pursuant to Section 2.02 of the Town's Charter.

Council Member Salver made a motion to nominate Council Member Joshua Fuller for Vice Mayor, and Council Member Yaffe seconded the motion.

Council Member Yaffe explained he seconded the nomination for continuity of title even if it's the title of vice mayor. Mayor Fuller declined the nomination because he felt there was a lack of confidence from the council. Council Member Bruder advised that if the importance of the title is an issue, he can still travel to Washington D.C. as vice mayor, and then in one year he can become the mayor again; she insisted he accept the nomination of Vice Mayor. She praised Council Member Fuller for his service as Mayor for the past two years, his interactions with Congress and for being very knowledgeable. The Council insisted Council Member Fuller accept the nomination.

Council Member Fuller accepted the nomination as Vice Mayor.

Council Member Salver mentioned that Council Member Fuller accepting the nomination was the right decision for the town.

ACTION: Council Member Salver made a motion to nominate Joshua Fuller as Vice Mayor. Council Member Yaffe seconded the motion, and it passed unanimously.

6. Administration of the Oaths of Office to the Mayor and Vice Mayor by the Town Clerk.

Town Clerk Yvonne P. Hamilton administered the Oath of Office to Mayor Elizabeth Tricoche and Vice Mayor Joshua Fuller.

7. **Consideration and Approval** of a Resolution appointing Yvonne P. Hamilton as Town Clerk. Enclosed is a copy of the proposed Resolution.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, APPOINTING A TOWN
CLERK; PROVIDING FOR INCORPORATION OF RECITALS;
AND PROVIDING FOR AN EFFECTIVE DATE.**

Council Member Bruder made a motion to approve the resolution and Council Member Bruder seconded the motion. Discussion ensued regarding the salary. Council Member Bruder reported a salary comparison was conducted and the average salary was \$130,000, which was approved as the salary for the Town Clerk.

ACTION: The motion to approve the resolution with a salary of \$130,000 passed unanimously on a poll vote.

8. **Consideration and Approval** of a Resolution appointing Joseph S. Geller, Esq. as the Town Attorney and Morris "Skip" Miller as the Deputy Town Attorney. Enclosed is a copy of the proposed Resolution.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA APPOINTING A TOWN
ATTORNEY AND ASSISTANT TOWN ATTORNEY;
PROVIDING FOR INCORPORATION OF RECITALS; AND
SETTING AN EFFECTIVE DATE.**

ACTION: Council Member Robert Yaffe made a motion to approve the resolution. Council Member Bruder seconded the motion, and it passed 6-1 on a poll vote with Mayor Tricoche opposing.

Council Member D'Amico mentioned discrepancies with the Town Attorney's invoices and suggested a breakdown of the service be provided. Council Member Yaffe explained that the Town Attorney is on a monthly retainer; if he does services outside the retainer, he charges an hourly fee of \$225; he has not done any work outside the retainer which would require him to submit invoices for work on an hourly basis. Council Member D'Amico continued to express her concern and request for a breakdown of the Town Attorney's work. Council Member Yaffe explained that all prior Town Attorneys have not provided itemized invoices.

Vice Mayor Tricoche suggested that the Town Attorney provide a report on a monthly basis. Town Attorney Geller did not oppose to the suggestion. Vice Mayor Fuller suggested the Town Attorney provide an update every two weeks through the Town Manager's Report; Mr. Geller agreed.

Town Manager Lasday asked the council if she can start providing the Report every other week; the Council agreed. Mayor Tricoche stated that she appreciated the time the Town Manager puts into digesting the report so the Council can understand it better but felt a bi-weekly report would be sufficient and would allow the manager to invest more time in other ways.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and congratulated the mayor. She discussed filing a complaint on the Town Attorney at the Ethics Commission, for him not swearing in witnesses; the Ethics Commission advised it is up to the council who they appoint as the Town Attorney. She asked for consistency from the council and the Town Attorney.

Council Member Salver asked Town Attorney Geller if it was customary for City Attorneys to provide hourly time records. Town Attorney Geller responded that only if they are paid by the hour, but it is not customary to provide them, if they are on retainer basis as most are. He stated that there were times where he could have charged for litigation but chose not, to even when his retainer was \$10,000.

PUBLIC COMMENT CLOSED

9. Administration of the Oath of Office to the Town Attorney and the Town Clerk by the Mayor.

Mayor Elizabeth Tricoche administered the Oath of Office to Town Clerk Yvonne P. Hamilton and Town Attorney Joseph S. Geller.

ADJOURNMENT

There being no further business the meeting adjourned at 7:01p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 4.

ITEM: Ratification of Approval of Engagement Letter with TriMerge Consulting Group for temporary professional governmental financial, accounting, and audit support, effective April 20, 2023. Enclosed is a copy of the Engagement Letter.

DESCRIPTION:

Upon the resignation of former Finance Director Peter Kajokas, the Town Manager engaged the service of TriMerge Consulting Group on a temporary basis to perform professional, governmental financial accounting, and audit support.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

Funding will be utilized from monies appropriated for the Finance Director's salary. A balance of \$59,168.77 remains in the account.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Temporary Staffing Engagement Letter for Town of Bay Harbor Islands 2023 FINAL
2.	Tri Merge Consulting -April Invoice 2023



April 19, 2023

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

Dear Ms. Lasday,

This letter is to confirm our understanding of the terms and objectives of this consulting engagement, agreement and the nature and limitations of the Temporary Staffing Support services that will be provided to the Town of Bay Harbor Islands ("the Town") ("Client") by TriMerge Consulting Group, P.A. ("the Firm") ("the Contractor") to include temporary professional governmental financial, accounting and audit support and outlined in the Scope of Work. The effective date of this agreement will be April 20, 2023.

SCOPE OF WORK

We the Contractor shall furnish all of the labor necessary to perform all of the work described below (the "Work").

1. Provide support for the completion of the annual financial statement audit and report for the fiscal year ended September 30, 2022 and submission to the state of Florida Auditor General and Florida Department Financial Services;
2. Provide support assistance for the budget process to include budget development and reporting for the annual budget for the fiscal year ended September 30, 2024, and to comply with Florida Statutes;
3. Submission of the Quarterly Project and Expenditure Report for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to the U.S. Department of Treasury through the Treasury's Portal on behalf of the Town by the April 30, 2023 deadline;
4. Assist the Town with the 2022 Annual Report for the Employees Retirement System to comply with Section 185.221(2)(a) and Section 175.261(1)(a), Florida Statutes;
5. Provide grant support concerning financial matters concerning accounting, reporting and compliance;
6. Provide recommendations and support assistance to the Town Manager concerning financial matters affecting the Finance Department regarding the Town's general ledger accounting, utility billing and collections, payroll, accounts payable, accounts receivable and employee retirement plan administration;
7. Other services as requested by the Town Manager.

We the Contractor hereby represent to the Town, with full knowledge that the Town is relying upon these representations when entering into this agreement with the Contractor, that we the Contractor have the professional expertise, experience and manpower to perform the services to be provided.

We the Contractor assume professional and technical responsibility for the performance of our

services to be provided hereunder in accordance with applicable recognized professional standards and Florida Statutes.

We the Contractor shall commence Work upon the effective date stated in the first paragraph of this agreement.

The Town Manager or designee shall be the Contractor's supervisor for the services provided by the Contractor. The SCOPE OF WORK performed will assist the Town Manager and provide recommendations to the Town Manager on financial, accounting and audit matters for the Town's FINANCE DEPARTMENT, on an as-needed hourly basis. We the Contractor, understand that day-to-day management and operations of the Town is by the Town Manager. Because of this, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcation, may exist and may not be detected by the Contractor. If any material errors, irregularities, or illegal acts, including fraud or defalcation is detected by the Contractor's professional accountants, we the Contractor will report such acts directly to the Town Manager or his/her designee. All working papers and reports arising from our work as the Contractor for services provided shall be owned by the Town.

The above procedures do not constitute an audit, review, or compilation of the financial statements in accordance with the standards established by the American Institute of Certified Public Accountants. These services do not include tax research, consulting, compliance, nor preparation services.

The Town hereby agrees to pay the Contractor for the faithful performance of this agreement as follows:

We the Contractor shall bill invoices to the Town on a weekly basis and provide periodic invoices to the Town based on the hours of work completed by personnel on a weekly basis, during the course of the engagement upon the rate and terms set forth in this agreement. Invoices will include the hours of work completed by personnel and the bill rates for such personnel in accordance with this agreement as outlined below in our Scope of Services – Team Level.

Scope of Services – Team Level	Hourly Rate in U.S. Dollars **
Partner, Consultant	\$ 250
Director, Consultant	\$ 200
Senior Manager, Consultant	\$ 180
Manager, Consultant	\$ 170
Senior, Data Analyst Consultant	\$ 160
Senior, Consultant	\$ 150
Staff, Consultant	\$ 125
Junior Staff, Consultant	\$ 90
Administrative	\$ 75

** There is a three (3%) percent annual escalation rate.

In the event this agreement is renewed for an additional year, these rates shall be increased by three percent (3%) for services performed by the Contractor during the renewal term.

If any of the Contractor's employees are hired by the Town, there is a recruitment fee of twenty-five percent (25%) assessed to the Town and calculated based on the gross pay, and occurs when a Contractor employee is converted to a hired employee by the Town.

Service fees do not include out-of-pocket expenses advanced on behalf of the Town by the Contractor. Any out-of-pocket expenses incurred must be approved by the Town in writing in advance in order for the Contractor to receive reimbursement.

Services may be terminated by Contractor for nonpayment if after 10 days' written notice to the Town, the Town fails to make payment for undisputed amounts. This engagement does not contemplate any services not specifically included in this agreement.

Payment to the Contractor for all tasks and charges under this agreement shall be in accordance with the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this agreement unless otherwise approved by the Town in advance in writing.
- B. Payment Schedule. Invoices received from Contractor pursuant to this agreement will be reviewed by the Town Manager or his/her designee along with timesheets for each

personnel.

- C. Prompt Pay. The Town shall make payment in accordance with the Prompt Payment Act, §§218.70-218.80, Florida Statutes. If the Contractor has not received payment within 45 days of an approved invoice, all work may be suspended by Contractor until Town's account is brought current.

We the Contractor shall keep and maintain general liability insurance, professional liability insurance and workers compensation insurance in the minimum amounts set forth in this section below. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town.

General liability	\$1,000,000
Professional liability	\$1,000,000
Worker's compensation	As required by statute

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the Town and the Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

This agreement shall commence on April 20, 2023, and end on October 19, 2023, unless earlier terminated or renewed as set forth herein. This agreement may be renewed for an additional one-year term upon mutual agreement of the Parties.

This agreement may be terminated for convenience by the Town. Termination for convenience by the Town shall be effective on the termination date stated in the written notice provided by Town, which termination date shall be not less than ten (10) days after the date of such written notice. In the event this agreement is terminated for convenience, the Contractor shall be paid for any Work properly performed under this agreement through the termination date specified in the written notice of termination. We the Contractor may also terminate this agreement for convenience. Termination for convenience by the Contractor shall be effective on the termination date stated in a written notice provided by the Contractor, which termination date shall be not less than ten (10) days after the date of such written notice.

The Town is a public agency subject to Chapter 119, Florida Statutes. To the extent, we the Contractor act on behalf of the Town pursuant to Section 119.0701, Florida Statutes, we the Contractor shall:

- a. Keep and maintain public records required by the Town in order to perform the service.
- b. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at

a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the Town.
- d. Upon completion of the Contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

We understand that the Town's reports, surveys, plans, studies, financial records, and other data provided in connection with this agreement are and shall remain the property of the Town.

INDEMNITY

To the extent we are acting on behalf of the organization and at the direction of management, the Town agrees to indemnify us for any damages that may result from our good faith actions.

CONFIDENTIALITY

During the course of this engagement, we may have access to proprietary information of the Town, including, without limitations, oral and written information and material concerning or pertaining to the Town's trade secrets, business methods, plans and/or projects. We acknowledge that such information, regardless of its form, is confidential and proprietary to the Town, and that we shall not use, copy, or disclose the information in whole or in part in any manner or to any person or entity without the express prior written consent of a duly authorized officer of the Town.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The Town and Contractor both agree that any dispute over fees charged by the Contractor to the Town will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE

THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE FIRM, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. Jurisdiction will be, Miami-Dade County.

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Town designate the following as the respective places for giving of notice:

TOWN: Town of Bay Harbor Islands
Maria Lasday, Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

COPY TO: Greenspoon Marder, LLP
Joseph S. Geller, City Attorney
200 East Broward Boulevard, Suite #1800
Fort Lauderdale, Florida 33301

CONTRACTOR: TriMerge Consulting Group, P.A.
Geraldine Lazarre, CPA, President
39 NW 166th Street, Suite #1
Miami, Florida 33169

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement and agreement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

If the foregoing is in accordance with your understanding, please sign and return to us the enclosed copy of this letter.

Town of Bay Harbor Islands

April 19, 2023

Page 7 of 7

Very truly yours,

Geraldine Lazarre, CPA, MSTAX as agent for
TriMerge Consulting Group, P.A.

The services described in the foregoing letter are in accordance with my requirements. The terms described in the letter are acceptable to me and are hereby agreed to.

DATE

SIGNATURE

TITLE

TriMerge Consulting Group, PA

39 NW 166 Street Suite 1
Miami, FL 33169

Invoice

Date	Invoice #
5/1/2023	3788

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

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Consulting Services- Provide technical government financial professional support for the finance department on a temporary basis. Provide project management, public financial management support concerning the external financial audit, budget process and other request of the Town Manager.	0.00	0.00
43.42	For the Period April 19, 2023 - April 25, 2023 - Senior Manager/Consultant-Sandra Bridgeman	180.00	7,815.60
32.17	For the Period April 26, 2023 - April 29, 2023 - Partner/Consultant-Geraldine Lazarre	250.00	8,042.50
			15,858.10
		Payments/Credits	\$0.00
		Balance Due	\$15,858.10
		Total	\$15,858.10
Phone #	Fax #	E-mail	Web Site
305-940-5344	305-940-5223	info@TriMergeConsulting.com	www.TriMergeCPA.com

4/17/2023

Staff Partner	SIGNATURE	Sandra Bridg-----n
	SIGNATURE	Geraldine Lazarre
	NAME	Sandra Bridgeman
	LEVEL	Senior Manager

[illegible]

Client	SIGNATURE
Staff	SIGNATURE
Partner	SIGNATURE
	NAME
	LEVEL

Geraldine "Gerri" Lazarre
Partner

[illegible]

Town of Bay Harbor Islands		field staff meeting with the Finance Department to gain insight on the roles and responsibilities of both staff members related to payroll processing and recording, new employee data entry, profile, salary and benefit entries, cash receipts and posting, merchant transaction reconciliations, bank/cash reconciliations, bank deposits, Pay By Phone, posting process for journal entries, debt payments, vendor payments, accounts payable processing, new vendor creation, sales tax filing, pension contribution submissions, water and sewer data, fuel logs and reconciliation, budget, unclaimed property and other major areas. Hold meeting and debriefing with the HR Director concerning processes between both the Finance and HR process, understanding of upcoming pension meeting, etc. In addition to holding joint meeting with the HR Director and the Town's vendor conducting the worker's compensation premium audit Mr. Raymond Bade. Attend the Children's Trust fiscal discussion virtually. Meet with Ayanidys Martinez, the Building and Zoning Supervisor to learn about the process initiated concerning the building bond permits and determination to submit to DFS for unclaimed property; shared highlight and assessment concerning the building bond permits with the Town Manager for assessment and direction.	8.00													8.00			
CHARGEABLE TIME			32.17	-	-	-	-	-	-	-	-	-	-	10.67	8.50	8.00	5.00	-	-

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a Resolution updating the list of authorized signers for the town's accounts with Bank of America. Enclosed is a copy of the Resolution.

DESCRIPTION:

The resolution is being updated to remove executive officials who are no longer with the town.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution- Authorizing deposits-withdrawals-
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF BAY HARBOR ISLANDS,
FLORIDA, AUTHORIZING DEPOSITS AND
WITHDRAWALS OF TOWN FUNDS IN CERTAIN
ACCOUNTS; PROVIDING FOR INCORPORATION
OF RECITALS; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town of Bay Harbor Islands maintains bank accounts with Bank of America, N.A.; and

WHEREAS, the following accounts are maintained by the town at Bank of America; and

1. Town of Bay Harbor Islands - General Fund - Operation Account - #1460950007
2. Town of Bay Harbor Islands - General Fund - Tax Receipts - #1596364502
3. Town of Bay Harbor Islands - General Fund - Accounts Payable - #1595441644
4. Town of Bay Harbor Islands - Broad Causeway - Revenue Fund - #1460001727
5. Town of Bay Harbor Islands - Broad Causeway - Debt Service Fund - #4281203772
6. Town of Bay Harbor Islands - Parking Meter Fund - #1460001719
7. Town of Bay Harbor Islands - Water Revenue Account - #1460012184
8. Town of Bay Harbor Islands - Sewer Operating Account - #1460950057
9. Town of Bay Harbor Islands - Deposit Fund - #1460012176
10. Town of Bay Harbor Islands - Law Enforcement Trust Fund - #6387960852
11. Town of Bay Harbor Islands - Federal Law Enforcement Trust Fund - #4282365284
12. Town of Bay Harbor Islands - S. Wright Services - #6385236621
13. Town of Bay Harbor Islands - Solid Waste Fund - #1463224188
14. Town of Bay Harbor Islands - Sewer Debt Service & Reserve - #3449508568

WHEREAS, in normal circumstances, the signature of two town officers is required on checks or drafts, but other provisions may be utilized for emergency situations.

NOW, THEREFORE, BE IT RESOLVED that the executive officers of the Town be and are hereby authorized to deposit the funds of the Town from time to time with BANK OF AMERICA, N.A., and until further order of the Town Council to withdraw same from time to time upon check or draft of the Town, or other orders for payment of money, signed in the name of the Town by two of the following three executive officers, or otherwise in the following manner:

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: The signature of two of the following three executive officers shall be required:

By Maria Lasday, Town Manager, or _____

by Jenice Rosado, Assistant Town Manager, or _____

by Yvonne P. Hamilton, Town Clerk _____

or in case two of the above signers are not available, or in case of an emergency, with one of the following:

Stephanie Bruder _____

Teri D'Amico _____

Molly Diallo _____

Joshua Fuller _____

Isaac Salver _____

Elizabeth Tricoche _____

Robert Yaffe _____

Section 3. Bank of America, N.A. be and it hereby is authorized and requested to accept, honor and pay, without further inquiry and until written notice of the authority hereby granted is received by said bank, all checks, drafts and other orders for the payment or withdrawal of money (including checks drawn to the individual order of the officer signing the same), when signed as provided herein, including all such instruments payable or endorsed to the order of the Town. Moreover, Bank of America, N.A., be and is hereby authorized to transfer funds between accounts listed above upon receiving a request to do so from the Town Manager or other executive officers listed above.

Section 4. This resolution shall take effective immediately upon adoption.

PASSED and ADOPTED this 14th day of June 2023.

Elizabeth Tricoche
Mayor

ATTEST:

Yvonne P. Hamilton
Town Clerk

Greenspoon Marder, LLC
Town Attorneys
By: Joseph S. Geller, Esq.

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 6.

ITEM: Resolution approving or denying a request for approval for a revision for a new mixed-used mid-rise development for "1177 Bay Harbor Islands, LLC" located at 1177 Kane Concourse, Lots 5-14 of Block 21 and Lot 32 of Block 3. On August 20, 2019 (Resolution No 2185) the Board approved the original site plan. The owners have made site modifications that include a reduction in the number of DU from 89 to 54. The residential units will no longer be "rentals" as originally approved but will now be sold via condominiums. Due to the change in the number of DUs, the residential floor layouts have changed, which caused changes to the building's appearance (windows/balconies). Enclosed please find the revised site plan and elevations.

DESCRIPTION:

The Applicant, 1177 Bay Harbor Islands, LLC, requests modifications to the approved development plans for the 1177 Kane Concourse project.

The Plans were conditionally approved by the Town's PZB (now "DRB") on August 20, 2019. As approved, the plans proposed a mixed-use development consisting of 90 residential units, 81,014 square feet of office space, 15,496 square feet of commercial uses, and 520 parking spaces, including mechanical parking lifts. The PZB plan approval was made contingent on the Town Council's approval (as required by the Town Code) of: (1) the transfer of twenty-four (24) residential units to the Property under the Town's TDR program to allow a total residential density of 90 units; (2) a height bonus to develop at up to seventy-five (75) feet; and (3) the vacation of the alley between the north and south halves of the Property.

Through Ordinance 1042, adopted on second reading on January 7, 2020, the Town approved a Development Agreement with the prior owner of the Property. The Development Agreement approved the development of the Property with a mixed-use project of up to 90 units per acre and 75 feet in height as set forth in the Plans. The Development Agreement was reviewed at two Town Council meetings as required by state law (November 19, 2019 and January 7, 2020) Public comment was heard at both meetings.

In order to realize the density needed for the Project, the Town agreed to convey twenty-four (24) residential units from the Town's "bank" of units under the Town's TDR program. The Town further agreed to approve the height increase from 65 feet to 75 feet through the Town's Public Benefit Program reflected in Section 23-11(c)(8) of the Town Code. Finally, the Town agreed to vacate the twenty (20) feet wide platted alley adjacent to Lots 5, 6, 7, and 8 within Block 21, which was accomplished through Town Resolution 2192, also approved on January 7, 2020.

In the Development Agreement, the Town confirmed that the proposed mixed-use development depicted on the Plans is consistent with the Town's Comprehensive Plan and zoning. The approval of the Development Agreement constituted the completion of the conditions of the Planning and Zoning Board approval issued in August 2019.

The Applicant is ready to move forward with the project and has proposed several minor

revisions to the development program. Most notably, the Applicant has reduced the residential unit count from the approved 90 units to 54 units. The remainder of the building's development program has remained largely the same, with 13,002 square feet of proposed commercial uses and 79,038 square feet of office space.

The need to comply with the Town's flood management requirements while retaining an attractive lobby area for residents also resulted in the relocation of most of the residential lobby and common areas such as office space and fitness facilities to the second floor, with an entrance stair located at grade.

The sum of the proposed changes will result in a significant reduction in external impacts from the project. There are no proposed revisions to the pedestrian or vehicular access points or functionality of the project.

The architecture of the project remains essentially identical to the approved plans, with minor changes proposed to reflect the reduction in the number of residential units. Those changes include the reduction in the number of balconies and the introduction of new glass facade elements replacing stucco elements. The residential entrance on 97 Street has also been improved and better emphasized - providing a superior sense of arrival. As with the original design, the modified project will be a beautiful and compatible addition to this area of Kane Concourse.

Under the terms of the Development Agreement, the Applicant is obligated to retain 520 parking spaces on the Property, including mechanical lifts. The proposed reduction in residential density has significantly reduced the parking demand of the project, with 395 parking spaces now being required. The proposed plan provides 522 parking spaces. The Development Agreement requires the Applicant to provide one hour of free parking in the garage, which will encourage visitors to the building to park in the garage, rather than looking for parking elsewhere in the neighborhood.

To maximize the utility of the ground level parking - especially for short term visitors - the Applicant is proposing to provide a total of ten (10) valet-only parking spaces within the parking structure. This kind of innovative parking solution, which makes the most of the limited area on the Property to maximize parking, is encouraged by Town Code Section 23-30. The Applicant therefore formally requests approval of the tandem spaces, which will join the approved mechanical lifts in the building to provide as much parking as possible.

The Design Review Board (DRB) reviewed the revised plans on May 2, 2023, and approved them 4-0 including the tandem parking space arrangement, subject to the suggested staff conditions. In addition, the DRB included a condition that required the developer to study and change the proposed residential balcony lengths on the north building façade, as they appeared too short now compared to the original plans that affects the appearance. The developer was also requested to consider opening up their parking garage use to the general public when spaces are available to help relieve overall parking needs in this area of the Town. Based on the land use revisions proposed there will be a large surplus of available parking spaces (required vs. provided = 127 spaces). This is quite common in mixed-use developments, would provide much needed parking, and could raise revenue for the complex. Once the parking spaces are specifically designated/reserved for each DU/office & commercial tenants, others could be used for general parking.

The applicant requested & received a shared parking/parking reduction for this mixed-use development and submitted a study with the original application. The revised application

includes an updated Traffic Impact Report and an updated Shared Parking Reduction Study. Pursuant to Code requirements 553 parking spaces are required based on the revised design with 36 fewer DU - the study states 395 spaces are needed, and 522 spaces are provided. There is flexibility and estimates are being made regarding restaurant and retail space buildouts. The updated Plummer & Associates Shared Parking Study was modified as requested to include the most recent data noted in the revised Site Development Plan drawings and applicant letter. Even though the developer is seeking to build less DU, no further parking reduction is requested.

The Town's records indicate that the lots are/were previously developed with an office building. The survey indicates the total area of the ten lots, including the alley proposed to be vacated, is 84,942 sq. ft./1.95 acres in size. This would allow a maximum of 66 dwelling units on the property at the maximum allowable base density of 34 DU/AC. The revised proposal is to build 54 DU (27.7 DU/AC) which would not require the developer to acquire any TDR units. However, the original approved design included up to 90 DU, so the Town deeded 24 TDR units to the developer as part of the Developer Agreement negotiations for the 10' building height increase. The Town did receive a waterfront park site and funds (\$500,000) to assist in its development, and other concessions. Technically via the Comprehensive Plan/Code no party may receive/hold TDR units unless they are being used in the development. In this case due to the DU decrease from 90 DU to 54 DU there is no need for the previous Town TDR transfer. Since 66 base DU are allowed and only 54 DU are proposed, the landowner would have a surplus of 12 private TDR units. The Town staff analyzed this situation legally. Since there was a previous "deal" that involved substantial concessions, including a land conveyance/funds, and there is a recorded Developer Agreement/TDR Deed the Town has agreed to this. The developer desires to retain the development rights to 90 DU for future project flexibility.

On 2/09/23 the DRC met and discussed the new revised project design. A few remaining minor plan corrections were identified; therefore, the DRC deferred action on the application until the plans could be modified.

On 3/09/23 the DRC again met and discussed the latest revised project design. The previous remaining DRC minor plan corrections were made; however, the Town Engineer was not satisfied with the provision of adequate updated drainage plans/calculations; therefore, the DRC deferred action on the application again until the plans/analysis could be modified.

On 4/13/23 the DRC again met and discussed the latest revised project design. The previous remaining DRC plan corrections/drainage plan updates were made; therefore, the project was approved to move ahead to the Design Review Board (DRB) for consideration.

On May 2, 2023, the Design Review Board (DRB) reviewed the revised plans and approved them 4-0, including the tandem parking space arrangement, subject to the suggested staff conditions, and subject to the above-mentioned balcony revisions and parking operations.

MMPA notes that the revised Site Development Plans appear to be generally consistent with the overall building design approved by the DRB/TC in 2019-2020; however, some items have been altered significantly based on the DU reconfiguration. Most of the changes do not appear to be related to any Building/Fire Code requirements. It is to be expected that on occasion Building Codes/Fire Codes require certain plan refinements; however, if conflicts occur, they are to be discussed and plan modifications/re-approvals may be necessary. Fire Department/Building Codes cannot force changes if they violate Zoning Code requirements.

Updated Town Code Section 5-23.1(c) states as follows:

"Subsequent to Design Review Board approval, if the proposed structure or project is not constructed in substantial conformity with the plan proposed and approved by the Design Review Board, no certificate of occupancy shall be issued, and a fine may be levied against a real property owner in an amount not to exceed \$250.00 per day per unit for each day of continued violation. And in the event that a certificate of occupancy has been issued previously, it shall be subject to revocation and no further occupancy shall be permitted until the proposed structure or project is brought into substantial conformity with the plan approved by the Design Review Board.

Provided further, in the event that occupancy is not discontinued, then a fine shall be levied in an amount up to of \$250.00 per day per unit for each day of continued occupancy until the proposed structure or project is brought into substantial conformity with the plan approved by the Design Review Board. The Town Manager, or their designee, may approve minor modifications to the final working plans and building permit plans that do not significantly alter the original design in order to meet building or fire codes, or other project refinements, provided the modifications do not conflict with any conditions of approval imposed by the Design Review Board or Town Council, and are otherwise in substantial conformity with the approved plans".

MMPA finds that the latest revised site plan revisions meet the minimum Code requirements; however, some of the requested modifications were felt to be substantial by Town staff; therefore, the administration felt the DRB and Town Council should review the proposed changes per Town Code, the Developer Agreement text, and other legal agreements between the parties.

Following are recommended comments and conditions of approval based on the latest revised plans received from the architect on March 28, 2023, submitted to the Town for consideration:

1. This approval is based on the latest revised Site Development Plans prepared by Arquitectonica, dated March 28, 2023, and signed-off by the DRC on April 13th, 2023, as well as any required modifications stated herein, and modifications required by the Design Review Board (DRB) or Town Council. Any substantial changes desired after the Town approval may require separate approvals from the staff and/or DRB as specified by Code.
2. As with the previous 2019-2020 project, this approval is based on the DRB's approval of the applicant's request to provide alternative parking lot design arrangements by utilizing tandem parking spaces in the underbuilding parking garage pursuant to §23-30(f). The previously approved project design included vehicle lifts as well, which remain in the revised design. If the Town does not approve the requested alternative parking lot design, the design must be modified to comply with the Town Code and/or an alternative design approved by the DRB.
3. All of the original conditions of approval listed in the Town's 2019 PZ Board Site Development Plan approval (Resolution No. 2185) and Town Council's Public Benefits Program Developer Agreement terms (Ordinance No. 1042) shall remain in full force and affect, unless modified herein.
4. If the Town's DRB/TC approves this modified Site Development Plan, the new plans will supersede the previous Town approval and the previous project will be null and void (so there are not 2 different Site Development Plans approved for this site).
5. Based on the revised project design the applicant's Traffic Engineer revised their original Trip Generation Study and Shared Parking Analysis. They feel at a minimum at least

395 parking spaces are necessary to adequately serve this modified development. However, as per the Developer Agreement terms at least 522 parking spaces will still be provided.

6. It is noted for informational purposes the Town previously granted an approval for a narrower landscape strip along 97th Street as it does comply with the 10-foot setback for multifamily development parking design criteria stated in §23-24(d)(2). However, the site is zoned B-1.

7. Based on the revised request for only 54 DU - "0" TDR units are now required. As the site is 1.95 acres in size, a maximum of 66 DU is allowed by right {34 DUA base density) per Sec. 23-11(81){11). However, the original 2020 Town approval allowed up to 90DU; therefore, the Town deeded 24 TDR units to the developer. Due to the building height increase a Developer Agreement was required via the Town's Public Benefit Program. If the Town approves this site modification, the developer will have 12 private TDRs and 24 public TDRs. The Town staff/attorney analyzed the legality of this situation and due to the Town/Developer "agreement the deal is still valid. The developer has stated they desire to keep the rights to the 90 DU for future project flexibility.

8. DRB New Condition 5/02/23 -As requested by the DRB the proposed revised balconies for the residential uses on the north building facade facing 97th Street are to be restudied & modified to make them longer and more usable, as the shortened balcony design presented detracted from the original design (not a uniform appearance with re-design).

9. DRB New Condition 5/02-23 -As related to parking, the DRB also requested the developer to consider opening up their parking garage use to the general public when unused spaces are available to help relieve overall parking needs in this area of the Town. Based on the land use revisions proposed there will be a large theoretical surplus of available parking spaces (130+/- spaces). Once the parking spaces are specifically designated/reserved for each DU/office & commercial tenants, others could be used for general parking. The DRB suggested the Town Council discuss this issue and consider urging the developer to offer unused surplus parking spaces to the public to help parking demand in this area.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BHI 1177 KC Site Plan Rev 2023 TC Staff Report May 31 2023
2.	BHI 1177 KC MXD Rev DRB Staff Report April 26 2023
3.	1177 KC Application
4.	1177 KC LOI
5.	3. Geotechnical Report Updated
6.	1177 KANE CONCOURSE CIVIL
7.	2021.06.21 DERM DRAINAGE WELL CALCS
8.	Feb 20 2023 _ Shared Parking Analysis
9.	1177 Kane Concourse Traffic Statement
10.	1177 KC Application
11.	Recorded _ Development Agreement
12.	1177 KC Recorded Unity of Title
13.	1177 KC DRB Set 5.2.2023

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

To: Mayor & Town Councilmembers
Town of Bay Harbor Islands

Thru: Maria Lasday – Town Manager
Yvonne P. Hamilton, CMC – Town Clerk
Joseph S. Geller, Esq. – Town Attorney
Mike Mesa – Chief Building Official

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: May 31st, 2023

Subject: Site Development Plan Application – 2023 Revisions
1177 Kane Concourse Mixed Use Development
Decrease DU from 90 to 54 / 98,046 Sq. Ft. Office / 15,525 Sq. Ft. Comm.
Bay Harbor Islands Acct. No. SPR23-000005
MMPA Acct. No. 01-0702-1063C

RECOMMENDED ACTION

MMPA recommends the Town Council review the contents of this staff report, the most recent revised Site Development Plans dated March 28th, 2023, the Design Review Board's (DRB) action from their May 2nd, 2023 meeting, and if felt to be acceptable, **APPROVE** the plans as submitted or with modifications, as deemed appropriate and/or with conditions, that would approve several revisions deemed significant by staff to the original Site Development Plan approved by the P&Z Board (now DRB) on August 20th, 2019 (Res. No. 2185), and subsequently by the Town Council on January 7th, 2020 (Ord. No. 1042) to allow the construction of a new mixed-use development located at 1177 Kane Concourse. It is recommended the suggested conditions listed in the summary section of this report be included.

GENERAL PROJECT INFORMATION

Land Use Designation: C – Commercial

Zoning District: B-1 Business District

Site Development Plan Application (2023 Revisions)
1177 Kane Concourse Mixed Use Development
Decrease DU from 90 to 54 / 98,046 Sq. Ft. Office / 15,525 Sq. Ft. Commercial
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General Location: 1177 Kane Concourse

Legal Description: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, less the south 15 feet of Lots 9, 10, 11, 12, 13, 14 of Block 21; Lot 32 of Block 3; and the 20 foot alley south and adjacent to Lots 5, 6, 7, and 8, and north and adjacent to Lots 9, 10, 11, 12, 13, 14 of Block 21, "Bay Harbor Island" Subdivision, according to the plat thereof, as recorded in PB 46, at PG 5 of the Public Records of Miami-Dade County.

PROJECT DESCRIPTION / HISTORY

In 2018-20 the Town reviewed / processed / approved a Site Development Plan for the above referenced land re-development project. The Planning and Zoning Board (now DRB) approved the final Site Development Plan on August 20th, 2019, subject to several conditions (Res. No. 2185). As this site involved a request to vacate a portion of a public alley, acquire TDR units and increase the allowable building height from 65 feet to 75 feet the Town Council also had to approve the project subject to the Public Benefit Program / Developer Agreement. This was approved by the Town Council on January 7th, 2020, by a 3-2 vote (Ordinance No. 1042). The Town Council required several site design modifications during their review that differed slightly from the PZB approval, including the maximum number of DU, changes to the office square footage, and physical site plan modifications. This 10-lot development is located within the business area of the Town and is the first approved by the Town with mixed-uses (commercial / residential). Per the Town Council approval and Developer Agreement the maximum number of dwelling units can be 90 DU. The maximum square footage of office use can be 98,800 sq. ft. The maximum square footage of commercial uses can be 14,900 sq. ft. As part of the Town's approval, the project received 24 TDR units from the Town's "commercial land area" account. The Town agreed to vacate that portion of the public alley in Block 21 within the boundaries of the site. To replace the alley access for landowners within this Block a replacement access / utility easement was granted to the Town from the western termination of the public alley northward to 97th Street. As part of the consideration for the building height increase the Town acquired a waterfront lot at the northwest corner of Kane Concourse and WBHD, and several other considerations.

The Town subsequently received / reviewed / issued Building Permit plans for this development based on the original plans on November 1st, 2022. As part of the BP review MMPA / Town Staff was requested to review the Building Permit plans prior to issuance to confirm consistency with the PZB approved plans, Code requirements, Developer Agreement terms, and conditions of approval.

In late 2022 / early 2023 the Town was contacted by the developer to discuss several desired site modifications. These included a reduction in the number of DU from 90 (89 on BP set) to 54. The residential units would not be "rental" as originally approved but sold via condominiums. Due to the change in the number of DU the residential floor layouts have changed – which caused changes to the exterior building appearance (windows / balconies). Some additional refinements are also proposed to the ground level due to flood design issues. Some of the previous residential common facilities facing 97th Street (fitness center / offices) had to be relocated higher to meet FEMA / FBC flood criteria. The ground level parking garage layout was modified as a result of the above.

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The current property owner, 1177 Bay Harbor Islands, LLC, submitted a revised Site Development Plan application, designed by Arquitectonica (who prepared the initial plans), for the construction of a mixed-used mid-rise development. The revised 2023 plans consist at this time of 54 dwelling units (previously 90), 98,445 sq. ft. of office use (previously 98,900 sq. ft.), 4,881 sq. ft. of restaurant / outdoor café use, and 9,305 sq. ft. of retail use. The building is still a "U" shaped modern architecture design dominated by glass and protruding rectangular designs; the open center of the "U" facing West Bay Harbor Drive has a landscaped courtyard on the second level connecting the commercial and residential portions of the building. The retail and restaurant components front Kane Concourse with transparent storefronts as required and outdoor dining space with four (4) stories of office above for a total of five (5) stories with rooftop canopy and landscaping. The residential portion of the building fronts 97th Street with seven (7) floors of residential over a lobby with a rooftop recreational area as required and parking, accessory uses that support the residential units, and ground level parking are underneath the building. There are seven (7) levels of parking garage on the east side of the property.

The normal maximum base height now allowed in the B-1 Business District is 65 feet above Base Flood Elevation (BFE) + 1' FBC Freeboard. When this project was approved in early 2020 the building height was measured only from the FEMA BFE – the Code was amended in March 2021 to add the FBC 1' Freeboard. The structure is proposed to be up to 75 feet (it is slightly less), which may be allowed by an approval by the Town Council, through a Developer Agreement using the Town's Public Benefits Program. The building height increase was approved by the Town Council in Jan. 2020. The proposed 54 dwelling units will now be condos vs. rentals and consist of four (4) dwelling unit types (previously 7 types): 1-BR / 1.5 Bath units = 9 DU; 2-BR / 2.5 Baths = 20 DU; 3-BR / 3.5 Baths = 18 DU; 4-BR / 4.5 Baths = 7 DU. All of the units meet & exceed the Town's minimum square footage requirements (both pre-2019 and post-2019 sizes).

The site is comprised of ten (10) platted lots and includes the now vacated portion of the Town's platted 20' alley in Block 21. The existing alley corridor is being maintained for access to the parking areas, loading areas and utilities under the building from W. Bay Harbor Drive to Bay Harbor Terrace. A replacement access / utility easement under the building located at the east end of the property with a large turning radius now exists to 97th Street. The former alley opening to W. Bay Harbor Drive is being modified to a right turn out only. Along Kane Concourse three (3) existing parking spaces are proposed to be used for valet drop-off, which requires an agreement with Town. As required by the Code there is a pedestrian walkway from Kane Concourse through the building to the parking and valet area to the rear under the building.

On 97th Street there is a lobby pick-up and drop-off area for the residential portion of the development with two (2) guest spaces located near the street. At the pick-up / drop-off area there is enough room for a vehicle to be temporarily parked and another vehicle can pass. A waiver from the PZB was granted for the location of some of the guest spaces (garage). Since there are 10 lots, technically 10 guest spaces are required to be placed "in the front setback" - but only 2 are shown within this setback – the balance will be in the parking garage – which is open. The entrance to the parking garage is shown from 97th Street between the pick-up / drop off area and the new alley access easement. The plans also show the existing paver sidewalk system on W. Bay Harbor Drive being continued onto 97th Street to the eastern limits of the project. W. Bay Harbor Drive is shown to be modified by eliminating the on-street parking space and bicycle pay

station with the streetscape being redone with the Town's required street trees. There are now 55 ground parking spaces provided under the building (previously 53), 10 on-street spaces along Kane Concourse with three (3) being proposed for valet service. On the ground floor level, no vehicle lifts are proposed on the revised plans; however, eleven (11) tandem valet spaces are shown on the revised plans, which required Design Review Board (DRB) approval.

Design Review Board (DRB) Action on Revisions - The DRB reviewed the revised plans on May 2nd, 2023 and approved them 4-0, including the tandem parking space arrangement, subject to the suggested staff conditions. In addition, the DRB included a condition that required the developer to study and change the proposed residential balcony lengths on the north building façade, as they appeared too short now compared to the original plans that affects the appearance. The developer was also requested to consider opening up their parking garage use to the general public when spaces are available to help relieve overall parking needs in this area of the Town. Based on the land use revisions proposed there will be a large surplus of available parking spaces (required vs. provided = 127 spaces). This is quite common in mixed-use developments, would provide much needed parking, and could raise revenue for the complex. Once the parking spaces are specifically designated / reserved for each DU / office & commercial tenants, others could be used for general parking.

The applicant requested & received a shared parking / parking reduction for this mixed-use development and submitted a study with the original application. The revised application includes an updated Traffic Impact Report and an updated Shared Parking Reduction Study. Pursuant to Code requirements 553 parking spaces are required based on the revised design with 36 fewer DU - the study states 395 spaces are needed, and 522 spaces are provided. There is flexibility and estimates are being made regarding restaurant and retail space buildouts. The updated Plummer & Associates Shared Parking Study was modified as requested to include the most recent data noted in the revised Site Development Plan drawings and applicant letter. Even though the developer is seeking to build less DU, no further parking reduction is requested.

The Town's records indicate that the lots are / were previously developed with an office building. The survey indicates the total area of the ten lots, including the alley proposed to be vacated, is 84,942 sq. ft. / 1.95 acres in size. This would allow a maximum of 66 dwelling units on the property at the maximum allowable base density of 34 DU/AC. The revised proposal is to build 54 DU (27.7 DU/AC) which would not require the developer to acquire any TDR units. However, the original approved design included up to 90 DU, so the Town deeded 24 TDR units to the developer as part of the Developer Agreement negotiations for the 10' building height increase. The Town did receive a waterfront park site and funds (\$500,000) to assist in its development, and other concessions. Technically via the Complan / Code no party may receive / hold TDR units unless they are being used in the development. In this case due to the DU decrease from 90 DU to 54 DU there is no need for the previous Town TDR transfer. Since 66 base DU are allowed and only 54 DU are proposed, the landowner would have a surplus of 12 private TDR units. The Town staff analyzed this situation legally. Since there was a previous "deal" that involved substantial concessions, including a land conveyance / funds, and there is a recorded Developer Agreement / TDR Deed the Town has agreed to this. The developer desires to retain the development rights to 90 DU for future project flexibility.

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The adjoining / nearby developments sites currently include: to the north a Town-owned parking lot, vacant land zoned RM-2, the four (4) story Recency Hall Condominium and three (3) story townhomes; to the south and east along Kane Concourse are office and retail buildings; to the west is a vacant lot zoned Gateway District and then several multifamily dwellings including the Island Manor and Bay Harbor Condominiums. This area of the Town is predominated by a mixture of low-rise residential complexes (1-3 stories), mid-rise residential complexes (5-7 stories), and commercial buildings along Kane Concourse. The Town's 2002 Community Vision Master Plan identifies this area for mid-rise commercial and mixed-use residential developments (7+/- stories). The development is deemed generally consistent with the Town's future vision for this area.

On 2/09/23 the DRC met and discussed the new revised project design. A few remaining minor plan corrections were identified; therefore, the DRC deferred action on the application until the plans could be modified.

On 3/09/23 the DRC again met and discussed the latest revised project design. The previous remaining DRC minor plan corrections were made; however, the Town Engineer was not satisfied with the provision of adequate updated drainage plans / calculations; therefore, the DRC deferred action on the application again until the plans / analysis could be modified.

On 4/13/23 the DRC again met and discussed the latest revised project design. The previous remaining DRC plan corrections / drainage plan updates were made; therefore, the project was approved to move ahead to the Design Review Board (DRB) for consideration.

On May 2nd, 2023 the Design Review Board (DRB) reviewed the revised plans and approved them 4-0, including the tandem parking space arrangement, subject to the suggested staff conditions, and subject to the above mentioned balcony revisions and parking operations.

MMPA notes that the revised Site Development Plans appear to be generally consistent with the overall building design approved by the DRB / TC in 2019-2020; however, some items have been altered significantly based on the DU reconfiguration. Most of the changes do not appear to be related to any Building / Fire Code requirements. It is to be expected that on occasion Building Codes / Fire Codes require certain plan refinements; however, if conflicts occur, they are to be discussed and plan modifications / re-approvals may be necessary. Fire Department / Building Codes cannot force changes if they violate Zoning Code requirements.

Updated Town Code Section 5-23.1(c) states as follows:

"Subsequent to Design Review Board approval, if the proposed structure or project is not constructed in substantial conformity with the plan proposed and approved by the Design Review Board, no certificate of occupancy shall be issued, and a fine may be levied against a real property owner in an amount not to exceed \$250.00 per day per unit for each day of continued violation. And in the event that a certificate of occupancy has been issued previously, it shall be subject to revocation and no further occupancy shall be permitted until the proposed structure or project is brought into substantial conformity with the plan approved by the Design Review Board. Provided further, in the event that occupancy is not

discontinued, then a fine shall be levied in an amount up to of \$250.00 per day per unit for each day of continued occupancy until the proposed structure or project is brought into substantial conformity with the plan approved by the Design Review Board. The Town Manager, or their designee, may approve minor modifications to the final working plans and building permit plans that do not significantly alter the original design in order to meet building or fire codes, or other project refinements, provided the modifications do not conflict with any conditions of approval imposed by the Design Review Board or Town Council, and are otherwise in substantial conformity with the approved plans”.

MMPA finds that the latest revised site plan revisions meet the minimum Code requirements; however, some of the requested modifications were felt to be substantial by Town staff; therefore, the administration felt the DRB and Town Council should review the proposed changes per Town Code, the Developer Agreement text, and other legal agreements between the parties.

BACKGROUND INFORMATION

The site is currently vacant and was formerly known as the “Taplin” properties that changed ownership in late 2016. A portion of the site was previously occupied with by an office building that totaled 21,078 sq. ft. that was demolished in mid-2017. Since 2004+/- the Town has undertaken numerous studies and Code modernizations / updates in virtually all land areas. This included all of the residential districts (single-family / multi-family), the Kane Concourse commercial sites, and specialty sites (Gateway / Planned Development). The Comprehensive Plan was updated which included a system to allocate / monitor residential density allocations in multi-family areas due to errors in the original plan. This system has proved extremely useful to the community's property owners and the Town. In 2002 a Charter limit was adopted limiting the height of buildings to 75 feet, unless a specific proposal was submitted to the electorate for a vote.

The former BAA “Business” Zoning District was created in 1957 and seldom modified in 50 years. Most of the commercial land parcels were developed during that time period. The Town officials believed the community had stagnated and real property tax revenue was in decline. In 2002 the Town retained an urban planning consultant (Glatting Jackson) and held a Community Visioning process. In 2003-04 the Town retained another urban planning consultant (Bermello Ajamil Partners) who studied / prepared design recommendations for the Kane Concourse / Downtown business properties. These efforts helped frame issues and set basic development / building massing visions for the community.

In 2005-06 the Town refined those design concepts and adopted a series of Land Development Regulation modifications to the renamed B-1 Business District. Mixed land uses (commercial / residential) have been allowed in the B-1 District since the district rules were written. A key component of the discussions was the allowable height of buildings. Prior to the 2006 Code update the business district limited building heights to six (6) stories. At that time there was no definition as to what height constituted a “story” – this was added later at a maximum of 10 feet per floor – due to community concerns with excessive building height. The tallest existing commercial building (1111 KC) is about 72’ in height to the main flat roof with a 20’+/- tall elevator/stair tower on top of the building. The Bermello Ajamil Study recommended the building

heights be set at 75'. However, the Glatting Jackson Study recommended maintaining the 6-story limit. The TC at the time of adoption decided to remove the "story" limitation and set a maximum building height at 65', allowing a project designer the freedom to create varying interior floor heights while maintaining the overall building height. Some of the main reasoning given was the existing low-scale buildings along the roadway and the fact that the height limit in the adjoining RM-2 District areas north of 97th Street / south of 95th Street are 65'. It was felt the non-Kane Concourse frontage sites would be parking facilities or residential uses. The district has special setbacks for residential uses along those streets.

In response to a request from the owner's representatives to consider amending the Town Code to allow buildings to be a maximum of 75 feet, the Town Council, on 1/08/18 adopted Ord. No. 1018 creating a Public Benefits Program. The program allows building height of 75 feet in exchange for participation in the program by providing certain public benefits found appropriate by the Town Council in order to achieve high-quality commercial, office or mixed-use developments with proper floor-to-ceiling heights.

COMPREHENSIVE PLAN / ZONING

Comprehensive Plan – The property has a Future Land Use Map (FLUM) designation of "Commercial". The maximum allowable base density is 34 DUA. Additional dwelling units may be acquired to increase the base density if approved by the Town Commission pursuant to the Transfer of Development Rights program established by §23-22.2. The developer is now seeking to build a total of 54 DU when 66 DU are allowed by the base density, therefore, no additional TDR units are required. However, based on the original 2020 approval for 90 DU the Town deeded 24 TDR units to this site. The proposed revised development will be consistent with the applicable FLUM designation and density allowance of the property.

Land Development Regulations / Zoning Code – The property has a Zoning classification of B-1, Business District. The maximum building height allowed in this area is 65 feet (measured from BFE + 1' FBC freeboard to top of main roof deck), with 75 feet maximum possible through participation in the Town's Public Benefits Program. The proposed use of the property is consistent with this zoning classification. The revised site design is now consistent with the Code provisions.

PLATTING

Although the site does not require re-platting pursuant to §11-22, as the site is currently platted as described above, it was recommended that a new replat be prepared to simplify the site boundaries and alley vacation / easement dedication. This almost exact same scenario was done for the Ocean Cadillac site years ago. However, the Town has agreed to alternative form of Unity of Title (Covenant in Lieu) to legally tie the lots together prior to the issuance of building permits.

BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

The revised building is still a "U" shaped modern architecture design dominated by glass and protruding rectangular designs; the open center faces West Bay Harbor Drive has a landscaped courtyard on the second level connecting the commercial and residential portions of the building.

The parking garage is enclosed with ventilation to the roof. The building is exempt from the breezeway requirement since it is within 50 feet of Kane Concourse pursuant to §23-11(C)(12).

Due the substantial amount / type of requested plan modifications, the Town Manager determined that the Design Review Board & Town Council will need to re-review / re-approve the modifications.

SUGGESTED CONDITIONS OF APPROVAL / SITE PLAN COMMENTS

The latest revised Site Development Plans submitted for the construction of a new mixed-use development complex located at 1177 Kane Concourse meet or exceed all Town Land Development and Landscape Code requirements. The applicant submitted plans that were reviewed & commented on by MMPA / Town staff, and all previous comments and issues have been addressed by the current plans.

Following are recommended comments and conditions of approval based on the latest revised plans received from the architect on March 28th, 2023, submitted to the Town for consideration:

1. This approval is based on the latest revised Site Development Plans prepared by Arquitectonica, dated March 28th, 2023, and signed-off by the DRC on April 13th, 2023, as well as any required modifications stated herein, and modifications required by the Design Review Board (DRB) or Town Council. Any substantial changes desired after the Town approval may require separate approvals from the staff and/or DRB as specified by Code.
2. As with the previous 2019-2020 project, this approval is based on the DRB's approval of the applicant's request to provide alternative parking lot design arrangements by utilizing tandem parking spaces in the underbuilding parking garage pursuant to §23-30(f). The previously approved project design included vehicle lifts as well, which remain in the revised design. If the Town does not approve the requested alternative parking lot design, the design must be modified to comply with the Town Code and/or an alternative design approved by the DRB.
3. All of the original conditions of approval listed in the Town's 2019 PZ Board Site Development Plan approval (Resolution No. 2185) and Town Council's Public Benefits Program / Developer Agreement terms (Ordinance No. 1042) shall remain in full force and affect, unless modified herein.
4. If the Town's DRB / TC approves this modified Site Development Plan, the new plans will supersede the previous Town approval and the previous project will be null and void (so there are not 2 different Site Development Plans approved for this site).
5. Based on the revised project design the applicant's Traffic Engineer revised their original Trip Generation Study and Shared Parking Analysis. They feel at a minimum at least 395 parking spaces are necessary to adequately serve this modified development. However, as per the Developer Agreement terms at least 522 parking spaces will still be provided.
6. It is noted for informational purposes the Town previously granted an approval for a narrower landscape strip along 97th Street as it does comply with the 10-foot setback for multifamily development parking design criteria stated in §23-24(d)(2). However, the site is zoned B-1.

7. Based on the revised request for only 54 DU - "0" TDR units are now required. As the site is 1.95 acres in size, a maximum of 66 DU is allowed by right (34 DUA base density) per Sec. 23-11(B1) (11). However, the original 2020 Town approval allowed up to 90 DU; therefore, the Town deeded 24 TDR units to the developer. Due to the building height increase a Developer Agreement was required via the Town's Public Benefit Program. If the Town approves this site modification the developer will have 12 private TDRs and 24 public TDRs. The Town staff / attorney analyzed the legality of this situation and due to the Town / Developer "agreement" the deal is still valid. The developer has stated they desire to keep the rights to the 90 DU for future project flexibility.
8. **DRB New Condition 5/02/23** - As requested by the DRB the proposed revised balconies for the residential uses on the north building façade facing 97th Street are to be restudied & modified to make them longer and more usable, as the shortened balcony design presented detracted from the original design (not a uniform appearance with re-design).
9. **DRB New Condition 5/02-23** – As related to parking, the DRB also requested the developer to consider opening up their parking garage use to the general public when unused spaces are available to help relieve overall parking needs in this area of the Town. Based on the land use revisions proposed there will be a large theoretical surplus of available parking spaces (130+/- spaces). Once the parking spaces are specifically designated / reserved for each DU / office & commercial tenants, others could be used for general parking. The DRB suggested the Town Council discuss this issue and consider urging the developer to offer unused surplus parking spaces to the public to help parking demand in this area.

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

To: Design Review Board (DRB)
Town of Bay Harbor Islands

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

Date: April 26th, 2023

Subject: Site Development Plan Application – 2023 Revisions
1177 Kane Concourse Mixed Use Development
Decrease DU from 90 to 54 / 98,046 Sq. Ft. Office / 15,525 Sq. Ft. Comm.
Bay Harbor Islands Acct. No. SPR23-000005
MMPA Acct. No. 01-0702-1063C

RECOMMENDED ACTION

MMPA recommends the Design Review Board (DRB) review the contents of this staff report, the most recent revised Site Development Plans dated March 28th, 2023, and if felt to be acceptable, **APPROVE** the plans as submitted or with modifications, as deemed appropriate and/or with conditions, that would approve several revisions deemed significant by staff to the original Site Development Plan approved by the P&Z Board (now DRB) on August 20th, 2019 (Res. No. 2185), and subsequently by the Town Council on January 7th, 2020 (Ord. No. 1042) to allow the construction of a new mixed-use development located at 1177 Kane Concourse. It is recommended the suggested conditions listed in the summary section of this report be included, and a finding that:

1. The Town approves the applicants request for new tandem (valet) parking arrangement of eleven (11) parking spaces in the ground level parking garage pursuant to Sec. 23-30(f).
-

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The Town subsequently received / reviewed / issued Building Permit plans for this development based on the original plans on November 1st, 2022. As part of the BP review MMPA / Town Staff was requested to review the Building Permit plans prior to issuance to confirm consistency with the PZB approved plans, Code requirements, Developer Agreement terms, and conditions of approval.

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The new property owner, 1177 Bay Harbor Islands, LLC, has submitted a revised Site Development Plan application, designed by Arquitectonica, for the construction of a mixed-used mid-rise development. The revised 2023 plans consist at this time of 54 dwelling units (previously

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The normal maximum base height now allowed in the B-1 Business District is 65 feet above Base Flood Elevation (BFE) + 1' FBC Freeboard. When this project was approved in early 2020 the building height was measured only from the FEMA BFE – the Code was amended in March 2021 to add the FBC 1' Freeboard. The structure is proposed to be up to 75 feet (it is slightly less), which may be allowed by an approval by the Town Council, through a Developer Agreement using the Town's Public Benefits Program. The building height increase was approved by the Town Council in Jan. 2020. The proposed 54 dwelling units will now be condos vs. rentals and consist of four (4) dwelling unit types (previously 7 types): 1-BR / 1.5 Bath units = 9 DU; 2-BR / 2.5 Baths = 20 DU; 3-BR / 3.5 Baths = 18 DU; 4-BR / 4.5 Baths = 7 DU. All of the units meet & exceed the Town's minimum square footage requirements (both pre-2019 and post-2019 sizes).

The site is comprised of ten (10) platted lots and includes the now vacated portion of the Town's platted 20' alley in Block 21. The existing alley corridor is being maintained for access to the parking areas, loading areas and utilities under the building from W. Bay Harbor Drive to Bay Harbor Terrace. A replacement access / utility easement under the building located at the east end of the property with a large turning radius now exists to 97th Street. The former alley opening to W. Bay Harbor Drive is being modified to a right turn out only. Along Kane Concourse three (3) existing parking spaces are proposed to be used for valet drop-off, which requires an agreement with Town. As required by the Code there is a pedestrian walkway from Kane Concourse through the building to the parking and valet area to the rear under the building.

On 97th Street there is a lobby pick-up and drop-off area for the residential portion of the development with two (2) guest spaces located near the street. At the pick-up / drop-off area there is enough room for a vehicle to be temporarily parked and another vehicle can pass. A waiver from the PZB was granted for the location of some of the guest spaces (garage). Since there are 10 lots, technically 10 guest spaces are required to be placed “in the front setback” - but only 2 are shown within this setback – the balance will be in the parking garage. The entrance to the parking garage is shown from 97th Street between the pick-up / drop off area and the new alley access easement. The plans also show the existing paver sidewalk system on W. Bay Harbor Drive being continued onto 97th Street to the eastern limits of the project. W. Bay Harbor Drive is shown to be modified by eliminating the on-street parking space and bicycle pay station with the streetscape being redone with the Town's required street trees.

Site Development Plan Application (2023 Revisions)
1177 Kane Concourse Mixed Use Development
Decrease DU from 90 to 54 / 98,046 Sq. Ft. Office / 15,525 Sq. Ft. Commercial
Design Review Board Staff Report
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Page 4

There are now 55 ground parking spaces provided under the building (previously 53), 10 on-street spaces along Kane Concourse with three (3) being proposed for valet service. On the ground floor level, no lifts are proposed on the revised plans; however, eleven (11) tandem valet spaces are shown on the revised plans, which require Design Review Board approval.

The applicant requested & received a shared parking / parking reduction for this mixed-use development and submitted a study with the original application. The revised application includes an updated Traffic Impact Report and an updated Shared Parking Reduction Study. Pursuant to Code requirements 553 parking spaces are required based on the revised design with 36 fewer DU - the study states 395 spaces are needed, and 522 spaces are provided. There is flexibility and estimates are being made regarding restaurant and retail space buildouts. The updated Plummer & Associates Shared Parking Study was modified as requested to include the most recent data noted in the revised Site Development Plan drawings and applicant letter. Even though the developer is seeking to build less DU, no further parking reduction is requested.

The Town's records indicate that the lots are / were previously developed with an office building. The survey indicates the total area of the ten lots, including the alley proposed to be vacated, is 84,942 sq. ft. / 1.95 acres in size. This would allow a maximum of 66 dwelling units on the property at the maximum allowable base density of 34 DU/AC. The revised proposal is to build 54 DU (27.7 DU/AC) which would not require the developer to acquire any TDR units. However, the original approved design included up to 90 DU, so the Town deeded 24 TDR units to the developer as part of the Developer Agreement negotiations for the 10' building height increase. The Town did receive a waterfront park site and funds (\$500,000) to assist in its development, and other concessions. Technically via the Complan / Code no party may receive / hold TDR units unless they are being used in the development. In this case due to the DU decrease from 90 DU to 54 DU there is no need for the previous Town TDR transfer. Since 66 base DU are allowed and only 54 DU are proposed, the landowner would have a surplus of 12 private TDR units. The Town staff analyzed this situation legally. Since there was a previous "deal" that involved substantial concessions, including a land conveyance / funds, and there is a recorded Developer Agreement / TDR Deed the Town has agreed to this. The developer desires to retain the development rights to 90 DU for future project flexibility.

The adjoining / nearby developments sites currently include: to the north a Town-owned parking lot, vacant land zoned RM-2, the four (4) story Recency Hall Condominium and three (3) story townhomes; to the south and east along Kane Concourse are office and retail buildings; to the west is a vacant lot zoned Gateway District and then several multifamily dwellings including the Island Manor and Bay Harbor Condominiums. This area of the Town is predominated by a mixture of low-rise residential complexes (1-3 stories), mid-rise residential complexes (5-7 stories), and commercial buildings along Kane Concourse. The Town's 2002 Community Vision Master Plan identifies this area for mid-rise commercial and mixed-use residential developments (7+/- stories). The development is deemed generally consistent with the Town's future vision for this area.

On 2/09/23 the DRC met and discussed the new revised project design. A few remaining minor plan corrections were identified; therefore, the DRC deferred action on the application until the plans could be modified.

**Site Development Plan Application (2023 Revisions)
1177 Kane Concourse Mixed Use Development
Decrease DU from 90 to 54 / 98,046 Sq. Ft. Office / 15,525 Sq. Ft. Commercial
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On 3/09/23 the DRC again met and discussed the latest revised project design. The previous remaining DRC minor plan corrections were made; however, the Town Engineer was not satisfied with the provision of adequate updated drainage plans / calculations; therefore, the DRC deferred action on the application again until the plans / analysis could be modified.

On 4/13/23 the DRC again met and discussed the latest revised project design. The previous remaining DRC plan corrections / drainage plan updates were made; therefore, the project was approved to move ahead to the Design Review Board (DRB) for consideration.

REVISIONS TO PREVIOUSLY APPROVED SITE DEVELOPMENT PLANS

MMPA notes that the revised Site Development Plans appear to be generally consistent with the overall building design approved by the DRB in 2019-2020; however, some items have been altered significantly based on the DU reconfiguration. Most of the changes do not appear to be related to any Building / Fire Code requirements. It is to be expected that on occasion Building Codes / Fire Codes require certain plan refinements; however, if conflicts occur, they are to be discussed and plan modifications / re-approvals may be necessary. Fire Department / Building Codes cannot force changes if they violate Zoning Code requirements.

Updated Town Code Section 5-23.1(c) states as follows:

"Subsequent to Design Review Board approval, if the proposed structure or project is not constructed in substantial conformity with the plan proposed and approved by the Design Review Board, no certificate of occupancy shall be issued, and a fine may be levied against a real property owner in an amount not to exceed \$250.00 per day per unit for each day of continued violation. And in the event that a certificate of occupancy has been issued previously, it shall be subject to revocation and no further occupancy shall be permitted until the proposed structure or project is brought into substantial conformity with the plan approved by the Design Review Board. Provided further, in the event that occupancy is not discontinued, then a fine shall be levied in an amount up to of \$250.00 per day per unit for each day of continued occupancy until the proposed structure or project is brought into substantial conformity with the plan approved by the Design Review Board. The Town Manager, or their designee, may approve minor modifications to the final working plans and building permit plans that do not significantly alter the original design in order to meet building or fire codes, or other project refinements, provided the modifications do not conflict with any conditions of approval imposed by the Design Review Board or Town Council, and are otherwise in substantial conformity with the approved plans".

MMPA finds that the latest revised site plan revisions meet the minimum Code requirements; however, some of the requested modifications were felt to be substantial by Town staff.

BACKGROUND INFORMATION

The site is currently vacant and was formerly known as the "Taplin" properties that changed ownership in late 2016. A portion of the site was previously occupied with by an office building that totaled 21,078 sq. ft. that was demolished in mid-2017. Since 2004+/- the Town has undertaken numerous studies and Code modernizations / updates in virtually all land areas. This included all of the residential districts (single-family / multi-family), the Kane Concourse commercial sites, and specialty sites (Gateway / Planned Development). The Comprehensive Plan was updated which included a system to allocate / monitor residential density allocations in multi-family areas due to errors in the original plan. This system has proved extremely useful to the community's property owners and the Town. In 2002 a Charter limit was adopted limiting the height of buildings to 75 feet, unless a specific proposal was submitted to the electorate for a vote.

The former BAA "Business" Zoning District was created in 1957 and seldom modified in 50 years. Most of the commercial land parcels were developed during that time period. The Town officials believed the community had stagnated and real property tax revenue was in decline. In 2002 the Town retained an urban planning consultant (Glatting Jackson) and held a Community Visioning process. In 2003-04 the Town retained another urban planning consultant (Bermello Ajamil Partners) who studied / prepared design recommendations for the Kane Concourse / Downtown business properties. These efforts helped frame issues and set basic development / building massing visions for the community.

In 2005-06 the Town refined those design concepts and adopted a series of Land Development Regulation modifications to the renamed B-1 Business District. Mixed land uses (commercial / residential) have been allowed in the B-1 District since the district rules were written. A key component of the discussions was the allowable height of buildings. Prior to the 2006 Code update the business district limited building heights to six (6) stories. At that time there was no definition as to what height constituted a "story" – this was added later at a maximum of 10 feet per floor – due to community concerns with excessive building height. The tallest existing commercial building (1111 KC) is about 72' in height to the main flat roof with a 20'+/- tall elevator/stair tower on top of the building. The Bermello Ajamil Study recommended the building heights be set at 75'. However, the Glatting Jackson Study recommended maintaining the 6-story limit. The TC at the time of adoption decided to remove the "story" limitation and set a maximum building height at 65', allowing a project designer the freedom to create varying interior floor heights. Some of the main reasoning given was the existing low-scale buildings along the roadway and the fact that the height limit in the adjoining RM-2 District areas north of 97th Street / south of 95th Street are 65'. It was felt the non-Kane Concourse frontage sites would be parking facilities or residential uses. The district has special setbacks for residential uses along those streets.

In response to a request from the owner's representatives to consider amending the Town Code to allow buildings to be a maximum of 75 feet, the Town Council, on 1/08/18 adopted Ord. No. 1018 creating a Public Benefits Program. The program allows building height of 75 feet in exchange for participation in the program by providing certain public benefits found appropriate by the Town Council in order to achieve high-quality commercial, office or mixed-use developments with proper floor-to-ceiling heights.

COMPREHENSIVE PLAN / ZONING

Comprehensive Plan – The property has a Future Land Use Map (FLUM) designation of “Commercial”. The maximum allowable base density is 34 DUA. Additional dwelling units may be acquired to increase the base density if approved by the Town Commission pursuant to the Transfer of Development Rights program established by §23-22.2. The developer is now seeking to build a total of 54 DU when 66 DU are allowed by the base density, therefore, no additional TDR units are required. However, based on the original 2020 approval for 90 DU the Town deeded 24 TDR units to this site. The proposed revised development will be consistent with the applicable FLUM designation and density allowance of the property.

Land Development Regulations / Zoning Code – The property has a Zoning classification of B-1, Business District. The maximum building height allowed in this area is 65 feet (measured from BFE + 1' FBC freeboard to top of main roof deck), with 75 feet maximum possible through participation in the Town's Public Benefits Program. The proposed use of the property is consistent with this zoning classification. The revised site design is now consistent with the Code provisions.

PLATTING

Although the site does not require re-platting pursuant to §11-22, as the site is currently platted as described above, it was recommended that a new replat be prepared to simplify the site boundaries and alley vacation / easement dedication. This almost exact same scenario was done for the Ocean Cadillac site years ago. However, the Town has agreed to alternative form of Unity of Title (Covenant in Lieu) to legally tie the lots together prior to the issuance of building permits.

BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

The revised building is still a “U” shaped modern architecture design dominated by glass and protruding rectangular designs; the open center faces West Bay Harbor Drive has a landscaped courtyard on the second level connecting the commercial and residential portions of the building. The parking garage is enclosed with ventilation to the roof. The building is exempt from the breezeway requirement since it is within 50 feet of Kane Concourse pursuant to §23-11(C)(12).

Due the substantial amount / type of requested plan modifications, the Town Manager determined that the Design Review Board & Town Council will need to re-review / re-approve the modifications.

SUGGESTED CONDITIONS OF APPROVAL / SITE PLAN COMMENTS

The latest revised Site Development Plans submitted for the construction of a new mixed-use development complex located at 1177 Kane Concourse meet or exceed all Town Land Development and Landscape Code requirements. The applicant submitted plans that were reviewed & commented on by MMPA / Town staff, and all previous comments and issues have been addressed by the current plans.

Following are recommended comments and conditions of approval based on the latest revised plans received from the architect on March 28th, 2023, submitted to the Town for consideration:

1. This approval is based on the latest revised Site Development Plans prepared by Arquitectonica, dated March 28th, 2023, and signed-off by the DRC on April 13th, 2023, as well as any required modifications stated herein, and modifications required by the Design Review Board (DRB). Any substantial changes desired after the DRB's approval may require separate approvals from the Town staff and/or DRB as specified by Code.
2. As with the previous 2019-2020 project, this approval is based on the DRB's approval of the applicant's request to provide alternative parking lot design arrangements by utilizing tandem parking spaces in the underbuilding parking garage pursuant to §23-30(f). The previously approved project design included vehicle lifts as well, which remain in the revised design. If the DRB does not approve the requested alternative parking lot design, the design must be modified to comply with the Town Code and/or an alternative design approved by the DRB.
3. All of the original conditions of approval listed in the Town's 2019 PZ Board Site Development Plan approval (Resolution No. 2185) and Town Council's Public Benefits Program / Developer Agreement terms (Ordinance No. 1042) shall remain in full force and affect, unless modified herein.
4. If the Town's DRB / TC approves this modified Site Development Plan, the new plans will supersede the previous Town approval and the previous project will be null and void (so there are not 2 different Site Development Plans approved for this site).
5. Based on the revised request for only 54 DU - "0" TDR units are now required. As the site is 1.95 acres in size, a maximum of 66 DU are allowed by right (34 DUA base density) per Sec. 23-11(B1) (11). However, the original 2020 Town approval allowed up to 90 DU; therefore, the Town deeded 24 TDR units to the developer. Due to the building height increase a Developer Agreement was required via the Town's Public Benefit Program. If the Town approves this site modification the developer will have 12 private TDRs and 24 public TDRs. The Town staff / attorney analyzed the legality of this situation and due to the Town / Developer "agreement" the deal is still valid. The developer has stated they desire to keep the rights to the 90 DU for future project flexibility.
6. Based on the revised project design the applicant's Traffic Engineer revised their original Trip Generation Study and Shared Parking Analysis. They feel at a minimum at least 395 parking spaces are necessary to adequately serve this modified development. However, as per the Developer Agreement terms at least 522 parking spaces will still be provided.
7. It is noted for informational purposes the Town previously granted an approval for a narrower landscape strip along 97th Street as it does comply with the 10-foot setback for multifamily development parking design criteria stated in §23-24(d)(2). However, the site is zoned B-1.



TOWN OF BAY HARBOR ISLANDS
Design Review Board
(APPLICATION FOR PLAN REVISION)

"PLEASE FILL OUT COMPLETELY"

Application is hereby made for plan revision as indicated below. I certify that all information is accurate. I understand that my plans must be reviewed and approved by staff prior to being placed on the agenda. I am aware that any error in indicating all the descriptive changes may result in the need for further plan revisions or inspection delays.

PROCESS/PERMIT NUMBER B20-000502

APPLICANT INFORMATION

Company 1177 Bay Harbor Islands, LLC

Name Steven Rosen Contact Number 321-217-7021

Address 3310 Mary Street, Ste 302

City Coconut Grove State FL Email Address srosen@terrargroup.com

OWNER / PROPERTY INFORMATION

Name 1177 Bay Harbor Islands, LLC Address 3310 Mary Street, Ste 302

Folio# 13-2227-001-3660 Lot 5 Thru 14 Block 21

Contact Number 305-416-4556 Email Address jgilg@terrargroup.com

DATE OF ORIGINAL APPROVAL ~ DRC: 4.13.2023 P&Z: _____

REVISION # _____ REVISION DATE: _____

ENTER SHEET # _____

Owner / Applicant given copy of Plan Revision Checklist (☒) Yes (☐) No

REVISION REVIEW FEE: \$350.00 Please make payment payable to The Town of Bay Harbor Islands

NOTE: If any application is disapproved, the Design and Review Board shall detail in its findings the criterion or criteria that are not met. The action taken by the Board shall be reduced to writing, signed by the Chairman, and a copy thereof made available to the applicant upon request. Any action taken by the Design and Review Board may be appealed to the Town Council, whose decision on appeal shall be final.

INCOMPLETE SUBMISSIONS WILL NOT BE PLACED ON THE AGENDA



200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office

305.377.6222 fax

gpenn@brzoninglaw.com

VIA ELECTRONIC MAIL

April 12, 2023

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

RE: Letter of Intent for Design Review Board – Revisions to
"1177 Kane Concourse" Plan.

Dear Ms. Lasday,

Our client, 1177 Bay Harbor Islands, LLC (the "Applicant") is the owner and developer of the "1177 Kane Concourse" mixed-use development to be located on the northeast corner of Kane Concourse and W. Bay Harbor Drive. Please consider this letter the Applicant's request for minor modifications to the approval development plan. These changes will improve the functionality of the project while significantly reducing the impacts of the development.

Public Hearing Approval of 1177 Kane Concourse Plans.
The 1177 Kane Concourse Plans were conditionally approved by the Town's PZB (now "DRB") on August 20, 2019. As approved, the plans proposed a mixed-use development consisting of 90 residential units, 81,014 square feet of office space, 15,496 square feet of commercial uses, and 520 parking spaces, including mechanical parking lifts.

The PZB plan approval was made contingent on the Town Council's approval (as required by the Town Code) of: (1) the transfer of twenty-four (24) residential units to the Property under the Town's TDR program to allow a total residential density of 90 units; (2) a height bonus to develop at up to seventy-five (75) feet; and (3) the vacation of the alley between the north and south halves of the Property.

Development Agreement. Through Ordinance 1042, adopted on second reading on January 7, 2020, the Town approved a Development Agreement with the prior owner of the Property. The Development Agreement approved the development of the Property with a mixed-use project of up to 90 units per acre and 75 feet in height as set forth in the Plans. The Development Agreement was reviewed at two Town Council meetings as required by state law (November 19, 2019 and January 7, 2020). Public comment was heard at both meetings.

In order to realize the density needed for the Project, the Town agreed to convey twenty-four (24) residential units from the Town's "bank" of units under the Town's TDR program. The Town further agreed to approve the height increase from 65 feet to 75 feet through the Town's Public Benefit Program reflected in Section 23-11(c)(8) of the Town Code. Finally, the Town agreed to vacate the twenty (20) feet wide platted alley adjacent to Lots 5, 6, 7, and 8 within Block 21, which was accomplished through Town Resolution 2192, also approved on January 7, 2020.

In the Development Agreement, the Town confirmed that the proposed mixed-use development depicted on the Plans is consistent with the Town's Comprehensive Plan and zoning. The approval of the Development Agreement constituted the completion of the conditions of the Planning and Zoning Board approval issued in August 2019.

Proposed Changes to Program. The Applicant is ready to move forward with the project and has proposed several minor revisions to the development program. Most notably, the Applicant has reduced the residential unit count from the approved 90 units to 54 units. The remainder of the building's development program has remained largely the same, with 13,002 square feet of proposed commercial uses and 79,038 square feet of office space.

The need to comply with the Town's flood management requirements while retaining an attractive lobby area for residents also resulted in the relocation of most of the residential lobby and common areas such as office space and fitness facilities to the second floor, with an entrance stair located at grade.

The sum of the proposed changes will result in a significant reduction in external impacts from the project. There are no proposed revisions to the pedestrian or vehicular access points or functionality of the project.

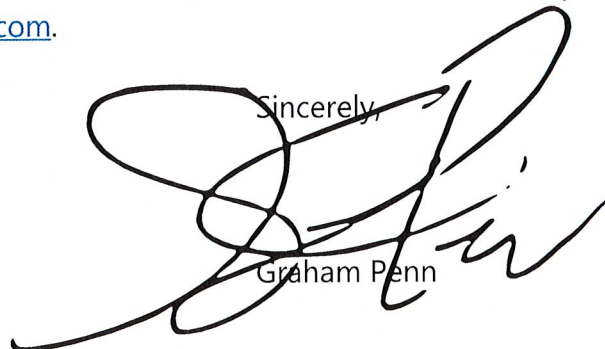
Ms. Maria Lasday
Town Manager
Town of Bay Harbor Islands
April 12, 2023
Page 3

Proposed Changes to Design. The architecture of the project remains essential identical to the approved plans, with minor changes proposed to reflect the reduction in the number of residential units. Those changes include the reduction in the number of balconies and the introduction of new glass façade elements replacing stucco elements. The residential entrance on 97 Street has also been improved and better emphasized – providing a superior sense of arrival. As with the original design, the modified project will be a beautiful and compatible addition to this area of Kane Concourse.

Request for Valet-Accessible Tandem Parking Spaces. Under the terms of the Development Agreement, the Applicant is obligated to retain 520 parking spaces on the Property, including mechanical lifts. The proposed reduction in residential density has significantly reduced the parking demand of the project, with 395 parking spaces now being required. The proposed plan provides 522 parking spaces. The Development Agreement requires the Applicant to provide one hour of free parking in the garage, which will encourage visitors to the building to park in the garage, rather than looking for parking elsewhere in the neighborhood.

To maximize the utility of the ground level parking – especially for short term visitors -- the Applicant is proposing to provide a total of ten (10) valet-only parking spaces within the parking structure. This kind of innovative parking solution, which makes the most of the limited area on the Property to maximize parking, is encouraged by Town Code Section 23-30. The Applicant therefore formally requests approval of the tandem spaces, which will join the approved mechanical lifts in the building to provide as much parking as possible.

Conclusion. We respectfully request the Town's review and approval of the proposed minor revisions to the 1177 Kane Concourse development plan. If you need any additional information, please let me know, I can be reached via phone at (305) 377-6229 or gpenn@brzoninglaw.com.

Sincerely,

Graham Penn

December 2, 2020

Mr. Ben Yorker
Northwood Ravin
 558 E, Stonewall Street, Suite 120
 Charlotte, NC 28202

Re: Report of Subsurface Exploration & Geotechnical Engineering Study
Proposed 5- and 9-Level Mixed-Use Development
 1177 Kane Concourse
 Bay Harbor Islands, Florida
 NV5 Project No.: 17074

Dear Mr. Yorker:

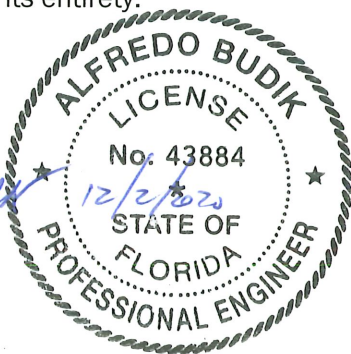
NV5, Inc. submits this report in partial fulfillment of the scope of services described in our Proposal No. 20-0732 dated October 9, 2020. The work was authorized by acceptance of our Professional Services Agreement. This report describes our understanding of the project, presents our evaluations, and provides our professional opinions and recommendations for foundation design and construction for the project.

NV5 previously prepared a report titled *"Report of Due Diligence Subsurface Exploration & Geotechnical Engineering Study, Proposed Bay Harbor Condominium & Office Buildings - 7 Level, 1177 Kane Concourse, Bay Harbor Islands, Florida, NV5 Project No. 15476"* dated November 18, 2016. This report is updated to reflect the current project configuration and to include additional subsurface exploration at the site.

This report should be read in its entirety.

Sincerely,
 NV5, Inc.

Alfredo Budik, P.E.
 Senior Engineer
 Florida License No. 43884



Garfield L. Wray, P.E., D.G.E.
 Vice President
 Florida License No. 49734

Enclosures/

Distribution: 2 Copies to Addressee via U.S. Mail
 1 Copy to Addressee via Email
 1 Copy to NV5 File

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FIGURES

Drawing 1	Site Vicinity Map & Test Location Plan
Drawing 2	Boring Summary Sheet

APPENDICES

Appendix A	Boring Log Data (A-1 through A-18)
Appendix B	Drainage Test Results (B-1 and B-2)

1.0 SITE AND PROJECT INFORMATION

We were provided with the following documents as background information for this project:

- A survey drawing prepared by Cousins Surveyors & Associates, Inc. dated June 6, 2018.
- Architectural plans prepared by Arquitectonica dated June 28, 2018.

The project site is located at 1177 Kane Concourse in Bay Harbor Islands, Florida. A site vicinity map is presented on Drawing 1. The site is bounded by 97th Street to the north, Kane Concourse (96th Street) to the south, West Bay Harbor Drive to the west and a multi-level building to the east. Based on the Miami-Dade Property Appraiser's webpage, the site corresponds to folio numbers 13-2227-001-3640, 13-2227-001-3650, 13-2227-001-3660, 13-2227-001-3670, 13-2227-001-3680, and 13-2227-001-3690. Site dimensions are about 300 by 300 feet. It is currently vacant of buildings, and is bisected by an east-west paved driveway. Site grades are about +4 feet relative to the 1929 National Geodetic Vertical Datum (NGVD).

The site will be developed with a "C" shaped building. The north side of the structure will be an 8-level residential tower (rental), the south side will be a 5-level office tower, and the connecting portion of the structure at the east will consist of a 9-level parking garage with a half-level basement. The footprint of the development will occupy most of the site except for required setbacks. No structural loading information was provided and we estimate maximum column loads will be on the order of 600 to 1,100 kips. We estimate ground floor slabs will be loaded to less than 200 pounds per square foot (psf).

2.0 PURPOSE AND SCOPE OF WORK

The purpose of NV5's services on this project is to perform a subsurface exploration and engineering analyses to provide foundation recommendations for design and construction of the proposed project. Specifically, this report provides:

- Drawings showing test locations, a graphic summary of the generalized subsurface conditions, and boring logs with detailed descriptions of the materials encountered.
- Discussion of generalized subsurface conditions at the site including groundwater levels and hydraulic conductivity.
- Discussion of feasible foundation type(s) for the proposed development.
- Design parameters for the recommended foundation type, including vertical and lateral load resistance.
- Estimates of foundation settlements.
- Recommendations for foundation testing.
- Recommendations for site preparation and grading, including the re-use of site-excavated materials for fill, fill placement and compaction and slab subgrade preparation.
- Construction considerations including excavation support and dewatering, impacts of existing foundations, basement construction, and impacts for adjacent structures.



3.0 FIELD EXPLORATION

Our field exploration consisted of drilling borings and performing field permeability tests as described below. The test locations depicted on Drawing 1 were marked and identified in the field by NV5. It should be noted that the test locations shown are approximate. If accurate as-built test locations are required, they should be surveyed. The test data reported herein reflect our interpretation of conditions at the specific test locations only, and at the time the tests were performed.

3.1 BORINGS

The test borings were drilled to depths ranging from 50 to 100 feet below existing grade. Borings B-1 through B-4 were performed for the 2016 study, and borings B-5 through B-7 for the current report. The borings were drilled in accessible locations with a truck-mounted drill rig utilizing the rotary wash method.

Samples of the subsurface materials were recovered at roughly 2-foot intervals within the upper 10 feet of the borings and at approximately 5-foot intervals thereafter using a Standard Penetration Test split-spoon sampler (SPT) in substantial accordance with ASTM D-1586, "Standard Test Method for Standard Penetration Test and Split-Barrel Sampling of Soils." This test procedure drives a 1.4-inch inner-diameter split-tube sampler into the subsurface profile using a 140-pound hammer falling 30 inches. The total number of blows required to drive the sampler the second and third six-inch increments is the SPT N-value, in blows per foot, and is an indication of material strength. Upon completion of the borings, the boreholes were backfilled with soil cuttings and the upper few feet closed with cement grout.

A geotechnical engineer classified the soil/rock samples recovered from the borings. The collected samples were later re-examined to confirm field classifications. Visual soil classifications were made in accordance with ASTM D2487 and ASTM D2488. The results of the classification and consequent generalized stratification are shown in Drawing 2, the boring summary sheet, and in the records of test borings in Appendix A (sheets A-1 through A-18). Strata contacts shown on these drawings are approximate.

3.2 FIELD PERMEABILITY TESTS

NV5 performed also two (2) field permeability test to 15 feet deep at the locations shown on Drawing 1. The tests were performed in general accordance with the South Florida Water Management District's *Usual Open Hole Procedure*. Test results are presented in Appendix B (sheets B-1 and B-2).

4.0 LOCAL GEOLOGY

4.1 LOCAL GEOLOGY

Miami-Dade County is located on the southern flank of a stable carbonate platform on which thick deposits of limestones, dolomites and evaporites have accumulated. The upper two hundred feet of the subsurface profile is composed predominantly of limestone and quartz sand. These sediments were deposited during several glacial and interglacial stages when the ocean was at elevations higher than present.



In many portions of Miami-Dade County, surface sand deposits of the Pamlico Formation are encountered. The Pamlico sands overlie the Miami Limestone. In western Miami-Dade County, portions of the Everglades Region interfinger with the Pamlico sand. The Everglades soil consists of peat and calcareous silt (marl).

The Miami Limestone is a soft to moderately hard, white, porous to very porous, sometimes sandy, oolitic calcareous cemented grainstone. The formation outcrops in portions of Miami-Dade County. The Miami Limestone has a maximum thickness of about 35 feet along the Atlantic Coastal Ridge and thins sharply near the coastline and more gradually in a westerly direction. The Miami Limestone was formed about 130,000 years ago at a time when the sea level was twenty-five feet higher than it is today. This environment facilitated formation of concentrically layered sand sized carbonate grains called oolites. These grains formed by repeated precipitation of calcium carbonate around the nucleus of a sand or shell grain.

The Miami Limestone can be separated into two facies: the barrier bar oolitic facies and the tidal shoal limestone facies. The barrier bar facies is characterized by lenses of oolitic limestone separated by intermittent, 1-inch thick or less, uncemented sand layers (cross-bedded limestone). Zones of higher porosity are characteristic and parallel the bedding planes of the cross-bedded limestone. The tidal shoal limestone facies is characterized by a distinct lack of bedding planes. In addition, burrowing organisms have churned previously deposited sediments, which have resulted in high porosity channels in the rock. These ancient channels give the rock an appearance of a hardened sponge in some areas.

The Fort Thompson Formation underlies the Miami Limestone, and includes sand, sandstone, and limestone. The upper zones of the Fort Thompson Formation consist of sand having a thickness ranging from five to 35 feet. The remainder of the formation consists of coralline limestone, quartz sandstone, sandy limestone and freshwater limestone. The type of soils within the formation and the degree of cementation vary with lateral extent and depth.

The Fort Thompson Formation is underlain by the Tamiami Formation. The Tamiami Formation consists of sands, silts, clays, and sometime fossiliferous limestone. The upper portions of the Tamiami Formation are permeable and make up the lower reaches of the Biscayne Aquifer. This formation ranges in thickness from zero to 300 feet in South Florida.

4.2 GEOLOGIC HAZARDS

The South Florida area is relatively free of geologic hazards. The region is not considered seismically active. Consequently, hazards such as ground shaking, liquefaction, lateral spreading, and ground rupture that are normally associated with earthquakes and other seismic activity are generally not a factor for the design of structure foundations in South Florida. Based on the 2018 International Building Code, a Site Class D classification is considered appropriate for this site.

Karst topography that is associated with the formation of sinkholes and other underground discontinuities in carbonate rock formations in the central and northern portions of Florida is generally not found in South Florida. Any discontinuities in the limestone due to solutioning of the rock are typically limited in vertical and lateral extent and are usually not considered a factor in the design of foundations in the local practice.

5.0 SUBSURFACE CONDITIONS

5.1 BORINGS

In general, the subsurface conditions encountered in our borings are consistent with the geology described above. The detailed subsurface conditions are presented graphically in the attached boring summary sheet in Drawing 2, and in more detail on the records of test boring sheets in Appendix A. It should be noted that the ground surface elevations shown for the borings have been estimated. If accurate elevations are required, the boring locations should be surveyed. The subsurface conditions disclosed by the borings can be generalized as described below.

Layer 1 – Sand with Limestone Fragments (Fill)

This layer consists of approximately one (1) to two (2) feet of sand with limestone fragments. SPT N-values recorded in the layer range between three (3) and 37 blows per foot (bpf) with an average value of 12 bpf indicating the material is on average medium dense.

Layer 2 – Silt/Peat/Silty Sand (Possible Fill)

This layer comprises gray silt, dark brown peat and brown silty sand and extends to depths of about 9 to 13 feet below grade and is approximately seven (7) to 12 feet thick in the borings. The average recorded SPT N-value for the layer is five (5) bpf, and the values range from less than one (1) to 18 bpf.

Layer 3 – Limestone:

This layer comprises tan limestone with some sand encountered at about nine (9) to 13 feet below grade and extends to 25 and 33 feet below grade with thicknesses of 12 to 24 feet in the borings. The average SPT N-value recorded in the stratum is at least 33 bpf and the values range from two (2) to greater than 50 bpf.

Layer 4 – Sand:

Below the limestone is a layer of gray and light brown sand encountered at 25 and 33 feet below grade. The thickness of the sand is between 10 and 15 feet in the borings. The sand layer was not encountered in borings B-2, B-6, and B-7. The SPT N-values range from two (2) to greater than 50 bpf with an average of about 30 bpf. The higher SPT N-values are in the sandstone zones within the sand.

Layer 5 – Sandstone with Interbedded Sand Layers:

This layer comprises gray sandstone encountered at 33 to 39 feet below grade and extends to the maximum boring termination depths at 60 to 100 feet below grade. The thickness is at least 15 feet. The interbedded sand layers and sandy zones are up to 10 feet thick in the borings. The stratum is very soft to very hard with recorded SPT N-values ranging from 17 to greater than 50 bpf. The average SPT N-value recorded in the stratum is at least 45 bpf.

TABLE 1 - SUMMARY OF ESTIMATED PERTINENT ENGINEERING PARAMETERS

Layer ID	Description	Thickness (ft.)	SPT N-values		Modulus of Elasticity (ksf)	Unconfined Compressive Strength (ksf)	Allowable Side Shear (ksf)
			Range	Avg.			
1	Sand and Limestone Fragments (Fill)	2 ±	3 – 37	12	300	-	-
2	Peat/Silt/Silty Sand	4 – 12	1 – 18	5	100	-	-
3	Limestone	12 – 24	2 – 50+	33	10,000	300	3
4	Sand	10 – 15	2 – 50+	30	300	-	-
5	Sandstone with Interbedded Sand Layers	15+	17 – 50+	50+	10,000 - 15,000	300 - 500	3 - 5

We note that the values of allowable side shear estimated in Table 1 above are based on our experience and laboratory data from similar rock that we have tested.

Groundwater

Groundwater was encountered in the borings at depths of about 2.2 and 3.6 feet below the existing ground surface. It should be noted that groundwater readings during drilling might not represent stabilized groundwater levels. Stabilized water levels would be best obtained by installing groundwater monitoring devices and taking readings over an extended period. NV5 can provide these services if they are of interest to the project development team.

The water depths reported above correspond to approximate elevations of +0.3 to +1.8 feet NGVD based on our assumed elevations at the boring locations. On average, stabilized groundwater levels in the general vicinity of the project are expected to vary between elevations 0 and +4 feet NGVD, the variations being primarily the result of seasonal rainfall and tidal fluctuation in nearby bodies of water. Nonetheless, it should be noted that groundwater levels outside of this range could be encountered during construction. Storm and hurricane events and construction activities could also result in variations in the groundwater levels. Notwithstanding the variations acknowledged, we anticipate that groundwater at the site will generally be encountered within the upper five feet of the existing ground surface.

5.2 FIELD PERMEABILITY

The results of the open-hole field permeability (drainage) tests performed at the site is presented in the table below:

TABLE 2 – SUMMARY OF FIELD PERMEABILITY TEST RESULTS

Test ID	Test Depth (ft.)	Hydraulic Conductivity (cfs/ft ² -ft. head)
P-1	15	4.19 x 10 ⁻⁰⁴
P-2	15	3.93 x 10 ⁻⁰⁴

It should be noted that the above result is un-factored and represents the conditions at the test location at the time of the test. To account for potential variations in hydraulic conductivity across the site the designer should apply an appropriate safety factor to the reported value. The permeability test data is presented in Appendix B.

6.0 EVALUATION AND DISCUSSION

6.1 GENERAL

We consider the site suitable for the proposed project from a geotechnical perspective. The primary concern for foundation design and construction include support of the proposed new structure loads without unacceptable settlement. Foundation support options are discussed below, and detailed foundation design and construction recommendations including sizes, lengths, and axial and lateral load capacities are presented in Section 7 of this report.

6.2 FOUNDATION SUPPORT

Given the subsurface conditions encountered in the borings, and the anticipated structure loads, we conclude that deep foundation support is appropriate for the proposed 9- and 5-level structures. Consistent with current practice in the South Florida area we consider augered, cast-in-place (ACIP) piles to be the most feasible foundation type to support the tower. Other deep foundation systems such as driven piles and drilled shafts are not considered feasible. In addition to the noise nuisance, vibrations from driven pile foundations could adversely impact existing buildings on the site as well as those on adjacent properties. Additionally, it would be difficult to penetrate the hard zones in the limestone and sandstone rock at the site to sufficient depths to provide adequate uplift capacity on the driven piles. Drilled shafts are typically economically feasible and attractive only where they are used to carry very large loads that sufficiently justify the slower installation rates and other installation difficulties attendant with such foundations.

We conclude the proposed structures can be supported on 14-, 16- or 18- inch-diameter piles on the order 47 feet long below existing grade.

6.3 ESTIMATED SETTLEMENT

Assuming overall base pressures of 0.8 to 1.4 kips per square foot (ksf) for the proposed structures, we estimate that maximum foundation settlements for piles 47 feet long below existing grade will be on the order of one (1) inch, with maximum edge-to-center differential settlements on the order of ½ inch. The granular nature of the subsurface materials into which the piles will be installed will result in the majority of the structure settlements occurring during construction and for a short time period (typically less than two months) following substantial completion of the top level. Additional small settlements of the structures could occur after structural completion as interior walls, cladding, finishes etc. are added to the building. The settlements of the structure are expected to be relatively uniform. As the structure height increases, the structures should become stiffer, thereby reducing the potential for differential edge-to-center settlements. Differential movements of the pile cap system will result in redistribution of loads in the superstructure and among the pile caps.

6.4 GROUND LEVEL SLABS

Due to the proximity to the compressible soils, ground level slabs will need to be structurally supported. The slab for the partial basement will likely need to be a hydrostatic slab that is pile-supported. If required, low capacity 14-inch diameter piles around 16 to 20 feet long below existing grade can be used for mid-span slab support.

6.5 BASEMENT CONSTRUCTION

The excavation for the half-basement will likely require sheet piles for excavation support. It is anticipated that dewatering by sumps and pumps or wellpoints will be required to facilitate basement construction.

7.0 RECOMMENDATIONS

Our recommendations for geotechnical design and construction of the proposed project are provided below in the following sections.

7.1 SITE PREPARATION AND GRADING

1. Geotechnical site preparation for construction should consist of removal of all existing structures, foundations, pavements, underground utilities, and other deleterious materials within proposed structure and pavement footprints plus a five-foot perimeter. Any voids created by the removal of these deleterious materials should be properly backfilled as described in the paragraphs below.

We are not aware of the development history of the site beyond its current condition. If old subsurface structures are encountered, they should be removed and replaced with compacted fill if they interfere with new foundations or utilities. If the old foundations do not interfere with new construction, they could be left in place. Backfilling of old foundation excavations should be performed in accordance with the recommendations provided in this report.

After preparation as described above, areas for structures that will have slabs on grade or pavements should be densified with at least five overlapping passes of a 20-ton roller as it operates at its maximum vibrational frequency, and a travel speed of not more than 2 feet per second. Proof-rolling should include planned development footprints plus a five-foot perimeter. The densification should be observed by NV5 to identify and mitigate any weak subgrade conditions evidenced by yielding or rutting at the wheels of the roller. The proof-rolling will not be necessary within the basement footprint.

2. In general, fill soils should consist of either inorganic, non-plastic sand having less than 10 percent material passing the No. 200 sieve, or crushed limestone with a maximum rock size of six (6) inches. In particular, fill soils placed within the upper 12 inches of the subgrade of building slabs on grade should consist of either sand with less than 10 percent passing the number 200 sieve, or crushed limestone with a maximum particle size of three inches.

Based on our boring data some of the near-surface granular materials should satisfy the fill criteria. However, these materials might require localized sorting and moisture-conditioning prior to re-use. The silt and peat materials should not be used for fill. In any event, representative samples of the fill soils should be collected for classification and compaction testing. The maximum dry density, optimum moisture content, gradation, and plasticity should be determined. These tests are needed for quality control of the compacted fill.

3. Fill soils should be placed with loose lift thicknesses of not more than 12-inches, moisture-conditioned to within two (2) percent of the optimum moisture content based on ASTM D-



1557, and compacted to a minimum 95 percent relative compaction¹. One test should be performed for each 2,500 square feet of fill area per lift of fill soils. If during the compaction process fill shows evidence of yielding under the weight of the roller, it should be removed and replaced with properly compacted granular fill as described herein. Fill particles exceeding one (1) inch in size should not be allowed to nest within the fill.

4. The vibrations produced by the operation of the compactor should be monitored for potential adverse effect on adjacent existing structures, pavements, and utilities. If nearby structures will be affected by the vibration of the compactor, the compaction procedure may require modification as approved by the geotechnical engineer.

7.2 FOUNDATION SUPPORT

7.2.1 Augered Cast-in-place (ACIP) Piles

1. Our recommended pile tip elevations, allowable pile axial capacities, and grout strengths for foundation support are presented in the table below.

TABLE 3 – SUMMARY OF PILE ALLOWABLE AXIAL CAPACITIES

Pile Diameter (in)	Minimum Pile Tip Elevation (ft. NGVD)	Allowable Compression (kips)	Allowable Tension (kips)	Allowable Lateral Load (kips)	Minimum Grout Strength (ksi)
5- to 9-Level Structures					
14	-40	230	115	7	5.0
16	-43	350	170	10	5.0
18	-45	440	220	15	6.0
Miscellaneous Structures/Slabs					
14	-16	80	40	7	5.0

Notes:

1. Minimum pile tip elevation based on an average site grade of +4 feet NGVD at the time of the borings.
2. Required grout strength is for 28-day test.
2. For computer structural modeling of the building initial vertical spring constants of 80, 230, 350 and 440 kips per inch (kpi) may be used for the 14-inch low and high capacity piles, and for the 16- and 18-inch-diameter ACIP piles, respectively. The vertical spring constant is the working pile load divided by the estimated pile settlement and is based on our experience and a review of available pile load test data in similar subsurface conditions. The initial spring constant value should be refined as the structural model is developed. The design value used should match the settlement estimates. For analysis of transient loads, a value of 1,000 and 1,500 kpi may be used for the low and high capacity piles.
3. To evaluate the lateral capacity of the piles, we performed lateral load analyses using the LPILE computer program to estimate the performance of the piles under lateral loading. In the analyses, we have considered the simultaneous application of the tension loads

¹ Relative compaction refers to the in-place dry unit weight of a material expressed as a percentage of the maximum dry unit weight of the same material as determined in the laboratory using the Modified Proctor procedure (ASTM D1557).

recommended in Table 3 above along with the lateral loads. A fixed head condition was assumed for the pile in order to establish the lateral capacity. Our recommendations for allowable pile lateral capacities for the fix head condition are presented in Table 4 below.

TABLE 4 - SUMMARY OF PILE LATERAL LOADS AND BENDING MOMENTS

Pile Diameter (in)	Allowable Lateral Load (kips)	Maximum Bending Moment (in-kips)	Depth to Zero Moment (ft.)
14	7	70	11
16	10	110	11
18	15	210	11

Notes:

1. Lateral load capacities based on maximum pile head movement of $\frac{1}{4}$ to $\frac{3}{8}$ inch
2. Bending moments listed above are un-factored.
3. The depths in table above referenced to the bottom of pile cap/top of pile.

The recommended pile lateral capacities assume that the piles and their caps can safely tolerate horizontal deflections on the order of $\frac{1}{4}$ to $\frac{3}{8}$ inch. If required, we can provide higher lateral capacities associated with batter piles or with vertical piles where larger horizontal pile head deflections are allowed. The pile lateral resistance can be assumed to act at the base of the pile cap.

4. Resistance to lateral loads can also be provided by passive pressure acting on the pile caps or grade beams. However, this resistance should not be considered in combination with the lateral capacity of the piles as the deflections required to mobilize the passive resistance might be larger than those associated with the pile lateral capacity. Equivalent fluid densities of 180 and 80 pounds per cubic foot may be used to compute the passive pressures acting against the sides of the pile caps and grade beams above and below the groundwater table respectively. Passive resistance of the upper one foot of soil should be neglected, unless it is confined by a slab or pavement. Frictional resistance at the bottom of the pile cap should not be considered in the design.

The above values include a factor of safety of at least 1.5. These values of resistance assume that the foundations are: 1) surrounded by in-situ soil densified by compaction, or approved fill which is compacted to 95 percent relative compaction, and 2) able to withstand horizontal movement on the order of $\frac{1}{4}$ to $\frac{3}{8}$ inch.

2. Pile reinforcing should be designed by the structural engineer to resist the tension and lateral forces applied to the pile systems. We recommend that piles resisting tension loads be reinforced over their entire length. The information provided in Table 4 above should be used to design the reinforcing for piles resisting lateral loads. If the pile is not reinforced over the entire length, we recommend as a minimum, a single No. 7 bar be installed the full length of the pile to verify pile cross-section continuity.

It should be noted that the lateral load capacities provided above assume pile reinforcement of approximately 2 percent. If the actual pile reinforcement differs significantly from this assumption, it might become necessary to revisit the lateral recommendations provided in Table 4 above.

3. Foundations should be designed so that a minimum center-to-center pile spacing of three pile diameters is maintained.
4. We recommended that a load test program be performed for the project prior to the start of production piling for piles with a resistance greater than 80 kips. This will allow for the test results to be analyzed, and for pile recommendations to be revised if necessary. Based on load test results pile capacities and/or lengths may be adjusted. The pile load test program should consist of one (1) compression load test (ASTM D 1143), one (1) tension load test (ASTM D 3689) and one (1) lateral load test (ASTM D 3966) for each pile diameter and pile tip chosen. Load tests should be performed and results interpreted in accordance with the most current edition of the Florida Building Code. We recommend the use of strain gauge pairs in all test piles to evaluate pile load transfer. Upon final selection of the load test location, NV5 will provide recommendations for the locations (w.r.t. to elevation) of the pile instrumentation.

The minimum test loads should be twice the pile working capacity. We recommend the compression load test(s) be designed to allow overloading of the test pile(s) to 2.5 times the design working load after completion of the standard compression test loading and unloading procedure.

Test piles shall not be used as production piles. Upon approval by NV5, reaction piles may be installed in production locations provided such piles are properly installed to meet the project specifications and are monitored for movement during load testing.

NV5 should review and approve the contractor's load testing submittal with respect to test locations, test pile installation, and load testing equipment and procedures. NV5 should also monitor and report the results of test pile installation and load testing.

5. We note that the borings encountered zones of hard rock at the site. These are indicated on the generalized subsurface profiles shown on Drawing 2 as material with refusal type SPT N-values typically exceeding 50 bpf. Some of these materials were encountered at elevations above the recommended pile tip elevations. The contractor must mobilize the appropriate equipment in order to drill through this hard rock and achieve the tip elevations recommended herein.
6. Piles should be installed within three inches of specified plan location, and within two percent of vertical or batter line.
7. During grouting of the pile excavation, the auger should be raised at a rate consistent with the capacity of the pump to ensure the entire pile shaft is uniformly grouted and to prevent caving of soils into the pile excavation. The actual grout volume for each ACIP pile should be at least 15 percent greater than the theoretical pile volume. The peat and silt materials at the site could result in higher than normal grout takes. A grout head of at least ten (10) feet should be maintained throughout the grouting of the pile shaft. Production piles should be installed in a manner similar to the successfully tested pile.
8. If during pile grouting any abnormalities such as sudden pressure drop or low grout take for a given interval of pile length are observed, the auger should be re-advanced to about five feet below the elevation where the anomaly was observed and the pile shaft properly re-grouted.



Pumping should continue while the auger is rotated back down to the required remedial depth.

9. New piles should not be installed close to previously installed piles before the existing pile grout has started to set. As a guideline, the closest distance for installing adjacent piles within six hours should be the greater of eight feet or three pile diameters.
10. Grout should be sampled during piling installation at a minimum frequency corresponding to the greater of one set of at least six cubes each morning and afternoon during production or one set of at least six cubes for each 50 cubic yards of grout placed. Cubes should be tested for compressive strength at intervals of seven, 14, and 28 days. At least two cubes should be tested at 28 days. Any remaining cubes should be retained for subsequent intermediate breaks if required.
11. The steel reinforcement should be installed into the pile shaft immediately upon withdrawal of the grouting auger. Spacers should be fitted to the reinforcing cages to assure that they remain centered within the grouted shaft and maintain the required side cover. If obstructions are encountered during insertion of the steel cage, the cage should be extracted, the pile shaft re-drilled to at least five feet below the elevation of the obstruction and re-grouted to the ground surface, and the reinforcement re-installed.
12. An NV5 inspector should provide full-time quality control inspection to document the excavation and grouting of each pile and to provide, in conjunction with a licensed office engineer, any necessary field adjustments of pile tip elevations.

7.2.2 Miscellaneous Lightly-Loaded Structures

1. Lightly loaded miscellaneous structures that are not considered settlement-sensitive may be designed using an allowable bearing pressure of 1,500 psf. The parameters presented above for lateral load resistance may be used in the design of these shallow footings. Footings must bear at a minimum depth of 12 inches below lowest adjacent grade. Continuous footings should be at least 16 inches wide and isolated footings should be at least 24 inches wide. Exposed bearing soils should be compacted to a minimum of 95 percent relative compaction.
2. With the shallow footing bearing pressure recommended above, we expect maximum settlements of such footings for lightly loaded structures will be on the order of one (1) inch, with differential settlement on the order of one-half inch. These settlement estimates do not apply to shallow foundations constructed over newly placed fill. Due to the presence of the compressible silt and peat we do not recommend using shallow foundations in areas where fill will be placed.

7.3 GROUND FLOOR SLABS

1. Ground floor slabs should be structurally supported.
2. Slabs should be reinforced for the loads that they will sustain.
3. Slabs in contact with soil are subject to movement of moisture from the soil upward through the slab. To prevent such moisture vapor transmission, a moisture barrier should be placed



on the slab subgrade, and should be protected from damage during construction. Construction joints should be provided with water stops in any permanently submerged areas.

7.4 BELOW-GRADE WALLS

1. Retaining and below grade walls that will be restrained at the top should be designed to resist the appropriate earth pressures. Walls that are free to rotate at the top such as site retaining walls should be designed for the active conditions, while walls that are restrained from rotation should be designed for the at-rest condition. We recommend that the earth pressures be determined using a triangular distribution and an equivalent fluid weights as follows above and below the groundwater table:

Active	35 and 18 pcf
At-rest	50 and 22 pcf

We note that the values provided above are effective values. Consequently, in addition to the earth pressures, the walls should be designed also for the appropriate hydrostatic pressures to which they will be subjected.

2. A lateral coefficient of 0.4 and a rectangular pressure distribution should be used to compute the effect of surface surcharges on the walls.
3. Walls in permanently submerged areas should be properly waterproofed.

7.5 EXCAVATION AND DEWATERING

1. Shallow excavations into the near-surface materials will likely stand vertical for short periods of time only. The excavation sides will unravel over time as they are exposed to weather and construction traffic. Deeper excavations, especially those that extend below the groundwater table, as well as excavations that will remain open for longer periods of time will require support in the form of temporary shoring or sliding trench boxes to prevent instability of excavation walls and to protect workers from injury. All excavations should comply with Occupational Safety and Health Administration (OSHA) design and safety requirements. Shoring designs should be signed and sealed by a Florida-licensed professional engineer, and should be provided for the Owner's review.

Particular attention should be paid to any deep excavations such as for elevator shafts, and the potential impacts these could have on adjacent structures, especially where such excavations are close to project property lines.

2. Average groundwater elevation is expected to be approximately between Elevation +0 and +4 feet NGVD for this site. As stated above, groundwater levels outside of this range could be encountered during construction. Some dewatering is expected for foundations and the installation of elevator shafts, and deeper utilities and appurtenances such as sewers, storm drains, catch basins, and manholes. We judge that if required, localized dewatering of foundation excavations could be accomplished using pumps and sumps. Dewatering of larger excavations and larger volumes could require the installation of well points or other dewatering systems.



It should be noted there are two components to the dewatering process. The first is extracting the water from the subsurface and the requirement of the project to maintain a dry excavation to allow construction to proceed. The other component is the ability to discharge the volume of water extracted. The contractor must ensure this capability exists for the site such that all dewatering and consequent effluent discharge will meet the requirements of the local jurisdictional agencies including Miami-Dade County, Florida Department of Environmental Protection (FDEP), Florida Department of Transportation, and South Florida Water Management District (SFWMD) as appropriate. This study did not include specific testing or analysis to determine if dewatering is feasible or if adequate discharge is available. Ultimately, dewatering of the site to facilitate construction is the contractor's responsibility.

During dewatering, the adjacent properties must be monitored for adverse impacts from dewatering drawdown.

The dewatering subcontractor should submit a proposed design for dewatering operations to the owner for review and approval prior to commencing work.

7.6 OTHER RECOMMENDATIONS

1. Construction activities could have adverse impacts on structures outside the proposed structure footprints. We recommend that pre- and post-construction surveys of adjacent structures of concern be conducted to document conditions.
2. NV5 should participate in the design development phases of this project in order to modify the recommendations provided above as changes occur during the design development process.
3. NV5 should participate in the evaluation of field problems as they arise and recommend solutions. We should also be involved with site work activities so we can address needed changes to the foundation recommendations if site conditions different from those described herein are encountered. NV5 should observe and test the foundation installation to satisfy the requirements of the Florida Building Code and municipal agencies.

8.0 REPORT LIMITATIONS

This report has been prepared pursuant to Consultant Service Agreement between Northwood Ravin ("client") and NV5 dated October 9, 2020 and in general accordance with the standard of care ordinarily practiced by members of Consultant's profession performing similar services on similar projects in similar localities; no other warranty is expressed or implied. The report should be read in its entirety. NV5 is not responsible for misinterpretations arising from reading sections of the report only.

This report has been prepared for the exclusive use of the Owner and other members of the design/construction team for the specific site(s) and project(s) discussed in this report. The report should not be used for any other site(s) or project(s) without express written permission from NV5.

The evaluation and recommendations submitted in this report are based in part upon the data collected from the field exploration. These data were collected at specific locations and describe subsurface conditions encountered at those specific locations at the time(s) the field explorations



were made. Further, the plan area of the field test locations is relatively small as compared to the total site area. Consequently, subsurface conditions could be different at site locations other than those tested. The nature or extent of variations throughout the subsurface may not become evident until the time of construction. If variations later become evident, it may be necessary for NV5 to revisit the recommendations provided in this report.

In the event changes are made in the nature, design, or location(s) of the proposed project construction, the conclusions and recommendations contained in this report cannot not be relied upon unless the changes are reviewed by NV5, and the conclusions and recommendations herein are either verified or modified as needed in writing by NV5. Therefore, NV5 must be informed of any such changes if those changes are not addressed in this report.

The scope of services performed by NV5 did not include any environmental assessment or investigation for the presence or absence of wetlands, sinkholes, chemically hazardous or toxic materials in the soil, surface water, groundwater or air, on or below or around the site.

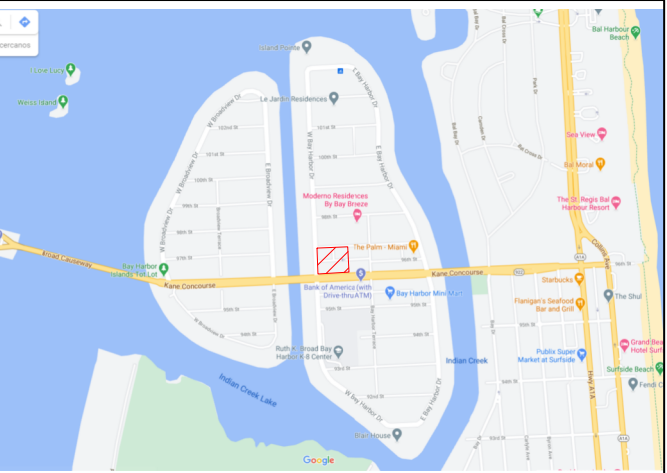
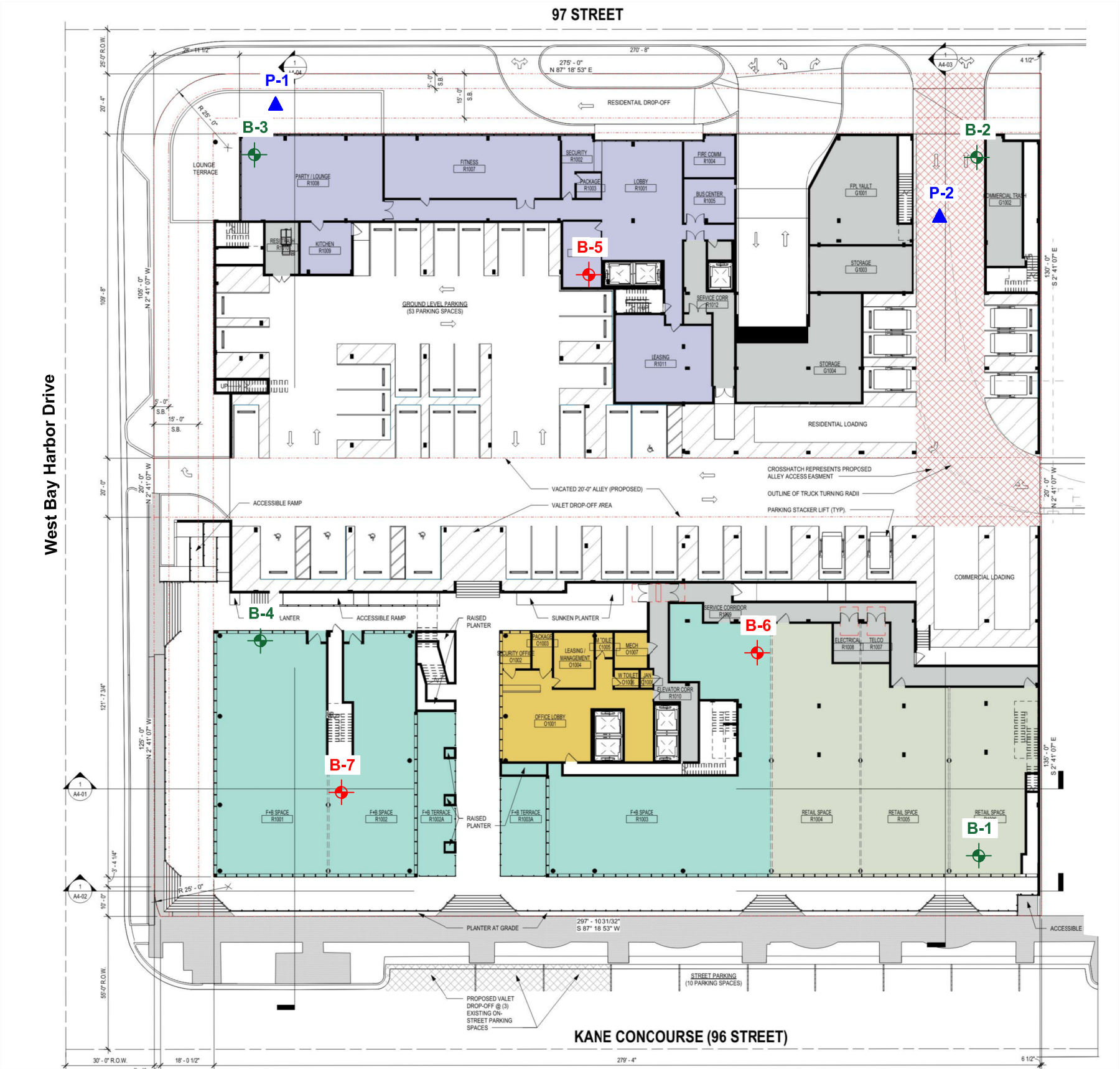
NV5 should be retained to provide consultation to the ownership and design team during the design development phase of the project, to review final foundation specifications and review foundation design drawings in order to ascertain that its recommendations have been properly interpreted and implemented. Furthermore, NV5 should be retained to provide inspections during geotechnical construction. If NV5 is not afforded the opportunity to participate in foundation installation as recommended in this report, client agrees that NV5 has no responsibility for the interpretation of the recommendations made in this report or for foundation performance.

9.0 CLOSURE

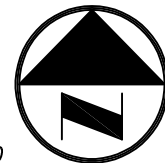
We appreciate the opportunity to provide specialized engineering services on this project and look forward to an opportunity to participate in construction related aspects of the development. If you have questions about information contained in this report contact the writer at 305.901-2151.



DRAWINGS



Site Vicinity Map



Approximate Scale in Feet

LEGEND:

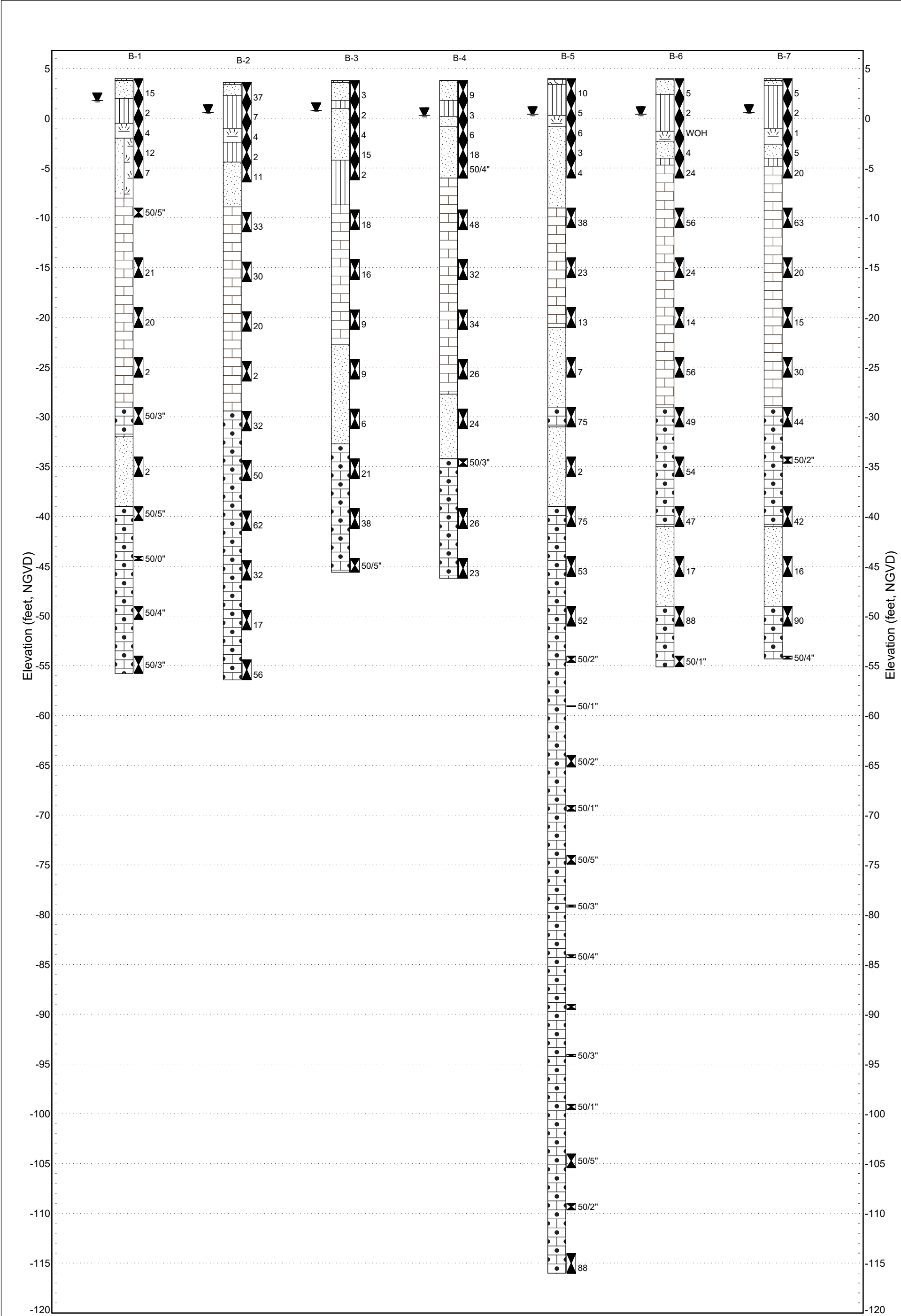
- B-1** - Number & Approximate Location of Test Boring (2016).
- B-5** - Number & Approximate Location of Test Boring (2020).
- P-1** - Number & Approximate Location of Percolation Test (2020).

NOTES:

- Test locations shown are approximate.
- Test location symbols are not to scale.
- Base drawing was taken from Sheet A1-01, Site Plan - Ground Floor, Prepared by Arquitectonica, dated 06/28/2018.



DRAWING TITLE: <i>Site Vicinity Map & Test Location Plan</i>				DWN BY: <i>NV</i>	
PROJECT NAME: <i>Proposed 1177 Kane Concourse 9- and 5-Level Building</i>				CKD BY: <i>AB</i>	
PROJECT LOCATION: <i>1177 Kane Concourse, Bay Harbor Islands, Florida</i>				PROJECT NO: <i>17074</i>	DATE: <i>11/20/2020</i>
				DWG NO: <i>1</i>	APD BY: <i>—</i>



NV5

BORING SUMMARY SHEET

PROJECT NAME: Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT LOCATION: 1177 Kane Concourse, Bay Harbor Islands, Florida

PROJECT NUMBER: 17074

DATE: 11/19/2020

DRAWN BY: NVF

CHECKED BY: AB

DRAWING NO: 2

Sandstone

Limestone

Sand

Standard Penetration Test

Asphalt

Silt

Sand and Peat

Water Level

Limestone Fragments

Peat

Topsoil

Note: Boring top elevations have been estimated

APPENDIX A

BORING LOG DATA



PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building
PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida
DATE STARTED 11/8/16 **COMPLETED** 11/8/16 **GROUND ELEVATION** 4 ft NGVD est. **HOLE SIZE** 3 inches
DRILLING CONTRACTOR NV5 **GROUND WATER LEVELS:** 2.2 ft / Elev 1.8 ft
DRILLING METHOD Rotary drill with mud, wash & casing
LOGGED BY J. Johnson / R. Jimenez **CHECKED BY** P. Ocando
NOTES _____

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
0						
			PT		0.2 2" of TOPSOIL	3.8
	SPT	7-9-6-5 (15)	SP		2.0 SAND, medium dense, fine to medium, tan with shells	2.0
			ML			
	SPT	1-1-1-1 (2)			SILT, very soft, gray, with sand	0
5			PT		4.5 SILT, very soft, gray	-0.5
	SPT	1-3-1-1 (4)			6.0 PEAT, soft, brown, with trace wood pieces	-2.0
	SPT	4-5-7-9 (12)			SAND WITH SILT AND PEAT, medium dense, fine to medium, brown to gray	
	SPT	5-4-3-2 (7)	SP/PT		SAND WITH SILT AND PEAT, loose, fine to medium, gray, with trace shells	-5
10						
					12.0	-8.0
	SPT	36-50/5" (100)			LIMESTONE, hard tan	-10
15						
	SPT	12-11-10-8 (21)			LIMESTONE, soft, tan	-15
20						
			LS			
	SPT	9-11-9-8 (20)			LIMESTONE, very soft, tan	-20
25						
	SPT	2-1-1-1 (2)			LIMESTONE, very soft, light gray	-25
30						
					33.0	-29.0
	SPT	17-6-15- 50/3" (100)	SS		SANDSTONE, very soft to hard, light gray	-30
35						

(Continued Next Page)

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT NUMBER 17074

PROJECT LOCATION 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
35			SS			
				36.0		-32.0
40	SPT	2-1-1-2 (2)	SP		SAND, very loose, fine, light gray, with trace cemented nodules	-35
				43.0		-39.0
45	SPT	22-28- 50/5" (100)			SANDSTONE, soft to hard, gray	-40
50	SPT	50-2/0" (100)			SANDSTONE, hard, gray	-45
			SS			
55	SPT	46-22- 50/4" (100)			SANDSTONE, moderately hard to hard, tan to gray	-50
	SPT	10-14-10- 50/3" (100)		59.8	SANDSTONE, very soft to hard, light gray	-55
						-55.8

Boring terminated at 59.8 feet.

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building
PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida
DATE STARTED 11/8/16 **COMPLETED** 11/8/16 **GROUND ELEVATION** 3.6 ft NGVD est. **HOLE SIZE** 3 inches
DRILLING CONTRACTOR NV5 **GROUND WATER LEVELS:** 3.0 ft / Elev 0.6 ft
DRILLING METHOD Rotary drill with mud, wash & casing
LOGGED BY Y. Garcia / Y. Parada **CHECKED BY** P. Ocando
NOTES _____

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
0						
			PT		0.2 2" of TOPSOIL	3.4
	SPT	2-21-16-5 (37)	SP		1.3 SAND, medium dense, fine to medium, light brown, with trace limestone fragments (POSSIBLE FILL)	2.3
			ML		▼ SILT, firm, gray to brown, with sand	
	SPT	3-3-4-2 (7)			SILT, firm, gray, with sand	0
5			PT		4.6 SILT, very soft, gray, with sand	-1.0
	SPT	2-2-2-1 (4)			6.0 PEAT, soft, brown with trace woods	-2.4
			ML		8.0 SILT, very soft, gray, with sand and trace peat	-4.4
	SPT	2-1-1-1 (2)				-5
10			SP		SAND, medium dense, fine to medium, dark gray, with trace shells and peat	
	SPT	6-7-4-4 (11)			12.5	-8.9
15			LS		LIMESTONE, medium hard, light gray, with sand	-10
	SPT	15-15-18- 20 (33)				
20			LS		LIMESTONE, soft, tan	-15
	SPT	14-13-17- 15 (30)				
25			LS		LIMESTONE, very soft, light gray, with sand	-20
	SPT	11-10-10- 10 (20)				
30			LS		LIMESTONE, very soft, light gray, with sand	-25
	SPT	2-1-1-16 (2)				
35			SS		33.0 SANDSTONE, medium hard, gray	-29.4
	SPT	12-27-5-4 (32)				-30

(Continued Next Page)

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
35						
40	X SPT	8-20-30-23 (50)			SANDSTONE, moderately hard, light gray to gray	-35
45	X SPT	17-34-28- 26 (62)			SANDSTONE, hard, light gray	-40
50	X SPT	20-16-16- 11 (32)	SS		SANDSTONE, medium hard, light gray, with sand	-45
55	X SPT	6-7-10-8 (17)			SANDSTONE, very soft, light gray	-50
60	X SPT	30-35-21- 14 (56)			SANDSTONE, moderately hard, light gray, with sand	-55

Boring terminated at 60.0 feet.

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building
PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida
DATE STARTED 11/9/16 **COMPLETED** 11/9/16 **GROUND ELEVATION** 3.8 ft NGVD est. **HOLE SIZE** 3 inches
DRILLING CONTRACTOR NV5 **GROUND WATER LEVELS:** 3.0 ft / Elev 0.8 ft
DRILLING METHOD Rotary drill with mud, wash & casing
LOGGED BY Y. Garcia / Y. Parada **CHECKED BY** P. Ocando
NOTES _____

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
0						
			PT		0.2 2" of TOPSOIL	3.6
	SPT	2-2-1-1 (3)	SP		2.0 SAND, very loose, fine to medium, light brown, with trace shells and roots (POSSIBLE FILL)	1.8
			ML		2.8  SILT, very soft, gray with sand	1.0
	SPT	1-1-1-1 (2)				
5	SPT	1-2-2-4 (4)	SP		SAND, very loose, fine to medium, brown, with trace peat	0
	SPT	8-8-7-8 (15)			8.0 SAND, medium dense, fine to medium, brown to gray, with trace shells, woods and silt	-4.2
10	SPT	1-1-1-2 (2)	ML		SILT, very soft, gray with trace shells	-5
					12.5	-8.7
15	SPT	6-9-9-6 (18)			LIMESTONE, very soft, tan, with sand	-10
20	SPT	4-8-8-6 (16)	LS		LIMESTONE, very soft, tan, with sand	-15
25	SPT	6-4-5-4 (9)			LIMESTONE, very soft, tan, with sand	-20
					26.5	-22.7
30	SPT	5-4-5-4 (9)	SP		SAND, loose, fine, light brown, with trace limestone fragments	-25
35	SPT	2-3-3-2 (6)			SAND, loose, fine, light brown, with trace limestone fragments	-30

(Continued Next Page)

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
35						
			SP		36.5	-32.7
40	 SPT	10-10-11-11 (21)			SANDSTONE, soft, light gray, with sand	-35
45	 SPT	15-28-10-8 (38)	SS		SANDSTONE, medium hard, light gray, with sand	-40
	 SPT	7-40-50/5" (100)			49.4	-45
					SANDSTONE, very soft to hard, light gray, with sand	-45.6

Boring terminated at 49.4 feet.

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building
PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida
DATE STARTED 11/9/16 **COMPLETED** 11/9/16 **GROUND ELEVATION** 3.8 ft NGVD est. **HOLE SIZE** 3 inches
DRILLING CONTRACTOR NV5 **GROUND WATER LEVELS:** 3.5 ft / Elev 0.3 ft
DRILLING METHOD Rotary drill with mud, wash & casing
LOGGED BY J. Johnson / R. Jimenez **CHECKED BY** P. Ocando
NOTES _____

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
0						
	SPT	28-6-3-1 (9)	SP		0.0 1/2" of ASPHALT	3.8
					2.0 SAND, loose, fine to medium, tan to brown, with trace limestone fragments and shells (POSSIBLE FILL)	1.8
	SPT	1-2-1-2 (3)	ML		3.6 SILT, soft, gray	0.2
			SP		4.6 PEATY SAND, very loose, fine to medium, brown, with trace silt	-0.8
5	SPT	5-3-3-6 (6)			PEATY SAND, loose, fine to medium, brown	
					SAND, loose, fine to medium, gray, with trace silt	
	SPT	9-11-7-3 (18)	SP		SAND, medium dense, fine to coarse, gray, with trace peat and shells	-5
	SPT	2-1-1-50/4" (100)			9.8 SAND, very loose, fine to coarse, gra, with trace limestone fragments, woods and silt	-6.0
10					LIMESTONE, hard, gray	
	SPT	19-22-26-28 (48)			LIMESTONE, moderately hard, light gray	-10
15						
	SPT	16-17-15-15 (32)			LIMESTONE, medium hard, light gray	-15
20			LS			
	SPT	19-17-17-15 (34)			LIMESTONE, medium hard, light brown, with sand	-20
25						
	SPT	20-16-10-10 (26)			LIMESTONE, soft, tan	-25
30						
					31.5	-27.7
	SPT	19-14-10-12 (24)	SP		SAND, medium dense, fine to medium, gray, with sandstone fragments	-30
35						

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PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building
PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida
DATE STARTED 11/3/20 **COMPLETED** 11/4/20 **GROUND ELEVATION** 4 ft NGVD est. **HOLE SIZE** 3 inches
DRILLING CONTRACTOR NV5 **GROUND WATER LEVELS:** 3.6 ft / Elev 0.4 ft
DRILLING METHOD Rotary drill with mud, wash & casing
LOGGED BY T. Carson/ R. Jimenez **CHECKED BY** N.Vieira
NOTES _____

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
0						
	SPT	21-6-4-5 (10)	GP	0.1	1" of Asphalt	3.9
				0.6	LIMESTONE FRAGMENTS, loose, light brown, with silty sand	3.4
					SILT, stiff, gray	
	SPT	4-3-2-2 (5)	ML			
				3.7	▼ SILT, medium stiff, gray	0.3
5			PT			
	SPT	2-2-4-9 (6)		4.8	PEAT, medium stiff, dark brown	-0.8
					PEAT, medium stiff, dark brown	
	SPT	4-2-1-1 (3)			SAND, loose, fine, gray, with limestone fragments	
	SPT	3-2-2-3 (4)	SP		SAND, very loose, fine, gray	-5
10					SAND, very loose, fine, gray, with limestone fragments	
				13.0		-9.0
15	SPT	15-18-20- 20 (38)			LIMESTONE, medium hard, light brown, with sand	-10
20	SPT	8-12-11-12 (23)	LS		LIMESTONE, soft, light brown, with sand	-15
25	SPT	6-7-6-7 (13)			LIMESTONE, very soft, light brown, with sand	-20
				25.0		-21.0
30	SPT	6-4-3-3 (7)	SP		SAND, loose, fine, light gray, with a trace of limestone fragments	-25
				33.0		-29.0
35	SPT	44-43-32- 40 (75)	SS		SANDSTONE, hard, gray	-30
				35.0		-31.0

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PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT NUMBER 17074

PROJECT LOCATION 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
35						
40	 SPT	4-1-1-2 (2)	SP		SAND, very loose, fine, light gray, with a trace of limestone fragments	-35
45	 SPT	17-38-37- 50 (75)			SANDSTONE, hard, gray	-39.0
50	 SPT	16-35-18- 14 (53)			SANDSTONE, moderately hard, gray	-40
55	 SPT	14-22-30- 17 (52)			SANDSTONE, moderately hard, gray	-45
60	 SPT	25-80/2" (100)	SS		SANDSTONE, hard, gray	-50
65	 SPT	50/1" (100)			SANDSTONE, very hard, brown	-55
70	 SPT	48-38- 50/2" (100)			SANDSTONE, hard, brown	-60
75	 SPT	48-50/1" (100)			SANDSTONE, very hard, brown	-65

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PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT NUMBER 17074

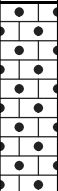
PROJECT LOCATION 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
75						
80	✕ SPT	25-50/5" (100)			SANDSTONE, hard, brown	-75
85	✕ SPT	50/3" (100)			SANDSTONE, hard, brown	-80
90	✕ SPT	50/4" (100)			SANDSTONE, hard, brown	-85
95	✕ SPT	50	SS		SANDSTONE, hard, brown	-90
100	✕ SPT	50/3" (100)			SANDSTONE, very hard, brown	-95
105	✕ SPT	39-50/1" (100)			SANDSTONE, very hard, brown	-100
110	✕ SPT	46-49- 50/5" (100)			SANDSTONE, hard, brown	-105
115	✕ SPT	42-50/2" (100)			SANDSTONE, hard, brown	-110

(Continued Next Page)

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT NUMBER 17074 PROJECT LOCATION 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
115						
			SS			
120	 SPT	45-48-40- 49 (88)			SANDSTONE, hard, brown	-115
						-116.0

Boring terminated at 120.0 feet.

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building
PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida
DATE STARTED 11/6/20 **COMPLETED** 11/6/20 **GROUND ELEVATION** 4 ft NGVD est. **HOLE SIZE** 3 inches
DRILLING CONTRACTOR NV5 **GROUND WATER LEVELS:** 3.6 ft / Elev 0.4 ft
DRILLING METHOD Rotary drill with mud, wash & casing
LOGGED BY T. Carson/ R. Jimenez **CHECKED BY** N.Vieira
NOTES _____

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
0						
			SM		0.1 2" of Topsoil	3.9
	SPT	4-4-1-1 (5)	SP		1.6 SAND, loose, medium, tan, with shells SILT, medium stiff, gray	2.4
			ML		▼ SILT, very soft, gray	0
5	SPT	1-1-1-1 (2)			SILT, very soft, gray	-1.3
	SPT	WOH- WOH- WOH- WOH- (WOH)	PT		5.3 PEAT, very soft, dark brown 6.3 PEAT, soft, dark brown	-2.3
	SPT	3-1-3-8 (4)	SP		8.0 SAND, very loose, fine, gray	-4.0
	SPT	WOH-10- 14-19 (24)	ML		8.7 SILT, very stiff, gray, with limestone fragments LIMESTONE, soft, light brown, with sand	-4.7
10						
15	SPT	14-29-27- 29 (56)			LIMESTONE, moderately hard, light brown, with sand	-10
20	SPT	8-14-10-10 (24)			LIMESTONE, soft, light brown, with sand	-15
			LS			
25	SPT	10-7-7-6 (14)			LIMESTONE, very soft, light brown, with sand	-20
30	SPT	8-36-20-14 (56)			LIMESTONE, moderately hard, light brown, with sand	-25
35	SPT	18-28-21- 14 (49)	SS		33.0 SANDSTONE, moderately hard, gray	-29.0
						-30

(Continued Next Page)

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT NUMBER 17074 PROJECT LOCATION 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
35						
40	X SPT	5-15-39-50 (54)	SS		SANDSTONE, moderately hard, gray	-35
45	X SPT	15-27-20- 26 (47)			SANDSTONE, moderately hard, gray	-40
50	X SPT	8-5-12-25 (17)	SP		SAND, medium dense, medium, gray, with sandstone fragments	-45
55	X SPT	32-50-38- 29 (88)	SS		SANDSTONE, hard, gray	-49.0
	X SPT	35-48- 50/1" (100)			SANDSTONE, hard, gray	-55
					Boring terminated at 59.1 feet.	-55.1

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building
PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida
DATE STARTED 11/6/20 **COMPLETED** 11/6/20 **GROUND ELEVATION** 4 ft NGVD est. **HOLE SIZE** 3 inches
DRILLING CONTRACTOR NV5 **GROUND WATER LEVELS:** 3.4 ft / Elev 0.6 ft
DRILLING METHOD Rotary drill with mud, wash & casing
LOGGED BY T. Carson/ R. Jimenez **CHECKED BY** N.Vieira
NOTES _____

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
0						
	SPT	5-3-2-1 (5)	SM SP		0.2 3" of Topsoil 0.7 SAND, loose, coarse, tan, with shells SILT, soft, gray	3.8 3.3
	SPT	1-1-1-1 (2)	ML		▼ SILT, very soft, gray	0
5	SPT	1-1-WOH- WOH (1)	PT		SILT, very soft, gray	-1.0
	SPT	2-2-3-6 (5)	SP		6.6 PEAT, very soft, dark brown PEAT, medium stiff, dark brown	-2.6
	SPT	2-9-11-22 (20)	ML		8.0 SAND, loose, fine, gray, with a trace of shells	-4.0
10					8.8 SILT, very stiff, gray, with limestone fragments LIMESTONE, very soft, light brown, with sand	-4.8
15	SPT	16-36-27- 28 (63)			LIMESTONE, hard, light brown, with sand	-10
20	SPT	14-12-8-9 (20)			LIMESTONE, soft, light brown, with sand	-15
			LS			
25	SPT	9-8-7-8 (15)			LIMESTONE, very soft, light brown, with sand	-20
30	SPT	6-28-2-12 (30)			LIMESTONE, moderately hard, light brown, with sand	-25
35	SPT	20-24-20- 17 (44)	SS		33.0 SANDSTONE, medium hard, gray	-29.0 -30

(Continued Next Page)

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
35						
40	SPT	8-50/2" (100)	SS		SANDSTONE, hard, gray	-35
45	SPT	13-19-23- 24 (42)			SANDSTONE, medium hard, gray	-40
50	SPT	4-6-10-18 (16)	SP		SAND, medium dense, medium, gray, with sandstone fragments	-45
55	SPT	40-48-42- 18 (90)	SS		SANDSTONE, hard, gray	-49.0
	SPT	50/4" (100)			SANDSTONE, very hard, gray	-50
					Boring terminated at 58.3 feet.	-54.3

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building
PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida
DATE STARTED 11/3/20 **COMPLETED** 11/4/20 **GROUND ELEVATION** 4 ft NGVD est. **HOLE SIZE** 3 inches
DRILLING CONTRACTOR NV5 **GROUND WATER LEVELS:** 3.6 ft / Elev 0.4 ft
DRILLING METHOD Rotary drill with mud, wash & casing
LOGGED BY T. Carson/ R. Jimenez **CHECKED BY** N.Vieira
NOTES _____

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
0						
			GP	0.1	1" of Asphalt	3.9
	SPT	21-6-4-5 (10)		0.6	LIMESTONE FRAGMENTS, loose, light brown, with silty sand	3.4
			ML		SILT, stiff, gray	
	SPT	4-3-2-2 (5)		3.7	▼ SILT, medium stiff, gray	0.3
5			PT	4.8	PEAT, medium stiff, dark brown	-0.8
	SPT	2-2-4-9 (6)			PEAT, medium stiff, dark brown	
					SAND, loose, fine, gray, with limestone fragments	
	SPT	4-2-1-1 (3)			SAND, very loose, fine, gray	
			SP			-5
	SPT	3-2-2-3 (4)			SAND, very loose, fine, gray, with limestone fragments	
10						
				13.0		-9.0
15	SPT	15-18-20- 20 (38)			LIMESTONE, medium hard, light brown, with sand	-10
			LS			
20	SPT	8-12-11-12 (23)			LIMESTONE, soft, light brown, with sand	-15
25	SPT	6-7-6-7 (13)		25.0	LIMESTONE, very soft, light brown, with sand	-20
						-21.0
			SP			
30	SPT	6-4-3-3 (7)			SAND, loose, fine, light gray, with a trace of limestone fragments	-25
				33.0		-29.0
35	SPT	44-43-32- 40 (75)	SS	35.0	SANDSTONE, hard, gray	-30
						-31.0

(Continued Next Page)

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT NUMBER 17074

PROJECT LOCATION 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
35						
40	 SPT	4-1-1-2 (2)	SP		SAND, very loose, fine, light gray, with a trace of limestone fragments	-35
45	 SPT	17-38-37- 50 (75)			SANDSTONE, hard, gray	-39.0
50	 SPT	16-35-18- 14 (53)			SANDSTONE, moderately hard, gray	-40
55	 SPT	14-22-30- 17 (52)			SANDSTONE, moderately hard, gray	-45
60	 SPT	25-80/2" (100)	SS		SANDSTONE, hard, gray	-50
65	 SPT	50/1" (100)			SANDSTONE, very hard, brown	-55
70	 SPT	48-38- 50/2" (100)			SANDSTONE, hard, brown	-60
75	 SPT	48-50/1" (100)			SANDSTONE, very hard, brown	-65
						-70

(Continued Next Page)

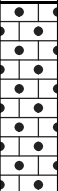
PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building

PROJECT NUMBER 17074 **PROJECT LOCATION** 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
75						
80	✕ SPT	25-50/5" (100)			SANDSTONE, hard, brown	-75
85	✕ SPT	50/3" (100)			SANDSTONE, hard, brown	-80
90	✕ SPT	50/4" (100)			SANDSTONE, hard, brown	-85
95	✕ SPT	50	SS		SANDSTONE, hard, brown	-90
100	✕ SPT	50/3" (100)			SANDSTONE, very hard, brown	-95
105	✕ SPT	39-50/1" (100)			SANDSTONE, very hard, brown	-100
110	✕ SPT	46-49- 50/5" (100)			SANDSTONE, hard, brown	-105
115	✕ SPT	42-50/2" (100)			SANDSTONE, hard, brown	-110

(Continued Next Page)

PROJECT NAME Proposed 1177 Kane Concourse 9- and 5-Level Building
 PROJECT NUMBER 17074 PROJECT LOCATION 1177 Kane Concourse, Bay Harbor Islands, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
115						
120	 SPT	45-48-40- 49 (88)	SS		SANDSTONE, hard, brown	-115 -116.0

Boring terminated at 120.0 feet.

KEY TO SYMBOLS

Symbol Description

Strata symbols



Limestone Fragments



Concrete



Silty sand



Asphalt



Limestone



Sandstone



Sand



Low Plasticity Clay



Peat



Silt

Misc. Symbols



Groundwater level measured at boring completion. The date checked is indicated.



Boring continues



End of Boring

Soil Samplers



Standard penetration test.
140 lb. hammer dropped 30"



Hand Auger



Rock Core

Notes:

1. Exploratory borings were drilled on 11/8/16 and 11/9/16 and between 11/3/20 and 11/6/20 using a 3-inch-diameter rotary drill with mud, wash and casing.
2. Groundwater was encountered at depths between 2.2 and 3.6 feet below grade upon boring completion.
3. These logs are subject to the limitations, conclusions, and recommendations in this report.
4. Results of tests conducted on samples recovered are reported on the logs.

NOTES RELATED TO RECORDS OF TEST BORING AND GENERALIZED SUBSURFACE PROFILE

1. Groundwater level was encountered and recorded (if shown) following the completion of the soil test boring on the date indicated. Fluctuations in groundwater levels are common; consult report text for a discussion.
2. The boring location was identified in the field by offsetting from existing reference marks and using a cloth tape and survey wheel.
3. The borehole was backfilled to site grade following boring completion, and patched with asphalt cold patch mix when pavement was encountered.
4. The Record of Test Boring represents our interpretation of field conditions based on engineering examination of the soil samples.
5. The Record of Test Boring is subject to the limitations, conclusions and recommendations presented in the report text.
6. "Field Test Data" shown on the Record of Test Boring indicated as 11/6 refers to the Standard Penetration Test (SPT) and means 11 hammer blows drove the sampler 6 inches. SPT uses a 140-pound hammer falling 30 inches.
7. The N-value from the SPT is the sum of the hammer blows required to drive the sampler the second and third 6-inch increments.
8. The soil/rock strata interfaces shown on the Record of Test Boring are approximate and may vary from those shown. The soil/rock conditions shown on the Record of Test Boring refer to conditions at the specific location tested; soil/rock conditions may vary between test locations.
9. Relative density for sands/gravels and consistency for silts/clays and limestone are described as follows:

SPT Blows/ Foot	Sands/Gravels Relative Density	SPT Blows/Foot	Silt/Clay Relative Consistency	SPT Blows/ Foot	Limestone Relative Consistency
0-4	Very loose	0-2	Very Soft	0-20	Very Soft
5-10	Loose	3-4	Soft	21-30	Soft
11-30	Medium Dense	5-8	Medium Stiff	31-45	Medium Hard
31-50	Dense	9-15	Stiff	46-60	Moderately Hard
Over 50	Very Dense	16-30	Very Stiff	61-50/2"	Hard
		Over 30	Hard	Over 50/2"	Very Hard

10. Grain size descriptions are as follows:

<u>NAME</u>	<u>SIZE LIMITS</u>
Boulder	12 inches or more
Cobbles	3 to 12 inches
Coarse Gravel	3/4 to 3 inches
Fine Gravel	No. 4 sieve to 3/4 inch
Coarse Sand	No. 10 to No. 4 sieve
Medium Sand	No. 40 to No. 10 sieve
Fine Sand	No. 200 to No. 40 sieve
Fines	Smaller than No. 200 sieve

11. Definitions related to adjectives used in soil/rock descriptions:

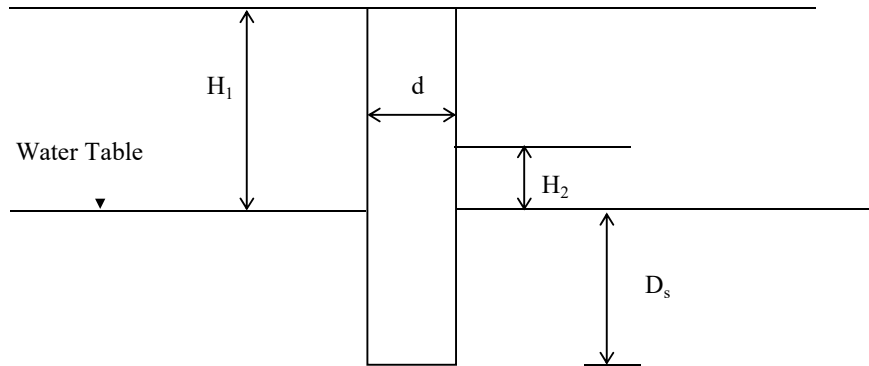
<u>PROPORTION</u>	<u>ADJECTIVE</u>	<u>APPROXIMATE ROOT DIAMETER</u>	<u>ADJECTIVE</u>
About 5%	with a trace	Less than 1/32"	Fine roots
About 5% to 12%	with	1/32" to 1/4"	Small roots
About ≥ 12%	silty, sandy, etc.	1/4" top 1"	Medium roots
		Greater than 1"	Large roots

APPENDIX B

DRAINAGE TEST RESULTS



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
" USUAL OPEN - HOLE TEST "**



HYDRAULIC CONDUCTIVITY

$$K = \text{Hydraulic Conductivity} = 4Q / [\pi d (2H_2^2 + 4H_2 D_s + H_2 d)]$$

4.19E-04 CFS/FT²-FT HEAD

Time (Min.)	Flow (GPM)		
1	10.00	Q = Average Flow Rate =	0.016933 CFS
2	10.00		
3	7.00	d = Diameter of Test Hole =	4.0 inches
4	7.00		
5	7.00	H ₂ = Head on Water Table =	3.0 feet
6	7.00		
7	7.00	D _s = Depth below Ground Water Table =	11.4 feet
8	7.00		
9	7.00		
10	7.00		

TEST LOCATION : See Drawing No. 1
 TEST ELEVATION : +5.0' NGVD (estimated)
 DEPTH TO WATER TABLE H₁: 3.6' Below Existing Grade
 DEPTH OF TEST HOLE : 15.0' Below Existing Grade
 AVERAGE FLOW RATE: 7.60 GPM

SOIL PROFILE :

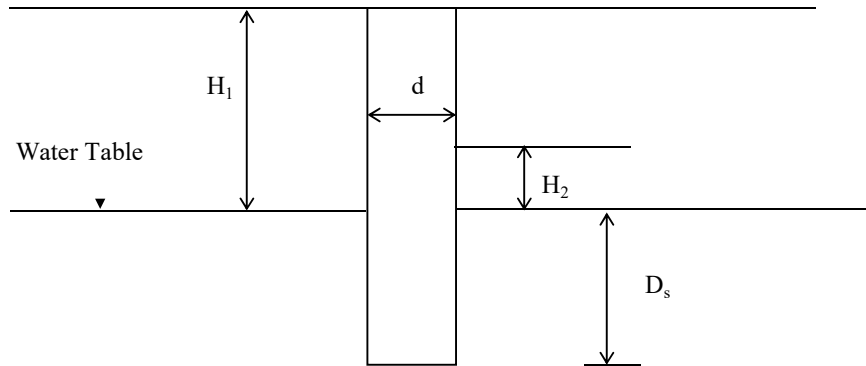
0.0' - 1.0' Light gray Sand with shells
 1.0' - 6.0' Gray Silt
 6.0' - 8.0' Dark brown Peat
 8.0' - 10.0' Gray Sand with shells
 10.0' - 15.0' Light brown Limestone

NOTES: 1) The subsurface profile is determined by cuttings & should not be relied upon as an accurate record of soil type or for transition zones.
 2) K value calculated using PVC diameter of 3-inches

PERCOLATION TEST

	PROJECT NAME: Proposed 1177 Kane Concourse 9- and 5-Level Building		
	PROJECT LOCATION: 1177 Kane Concourse, Bay Harbor Islands, Florida		
	PROJECT NO: 17074	TEST DATE: 10/06/2020	TEST NO: P-1
	TESTED BY: T. Carson / R. Jimenez		CHECKED BY: AB

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
" USUAL OPEN - HOLE TEST "**



HYDRAULIC CONDUCTIVITY

$$K = \text{Hydraulic Conductivity} = 4Q / [\pi d (2H_2^2 + 4H_2D_s + H_2d)]$$

3.93E-04 CFS/FT²-FT HEAD

Time (Min.)	Flow (GPM)		
1	9.00	Q = Average Flow Rate =	0.014705 CFS
2	7.00		
3	7.00	d = Diameter of Test Hole =	4.0 inches
4	7.00		
5	6.00	H ₂ = Head on Water Table =	2.8 feet
6	6.00		
7	6.00	D _s = Depth below Ground Water Table =	11.4 feet
8	6.00		
9	6.00		
10	6.00		

TEST LOCATION : See Drawing No. 1
 TEST ELEVATION : +5.0' NGVD (estimated)
 DEPTH TO WATER TABLE H₁: 3.6' Below Existing Grade
 DEPTH OF TEST HOLE : 15.0' Below Existing Grade
 AVERAGE FLOW RATE: 6.60 GPM

SOIL PROFILE :

0.0' - 2.0' 2" of Asphalt over Light gray Sand with shells
 2.0' - 7.0' Gray Silt
 7.0' - 9.0' Dark brown Peat
 9.0' - 11.0' Gray Sand with shells
 11.0' - 15.0' Light brown Limestone

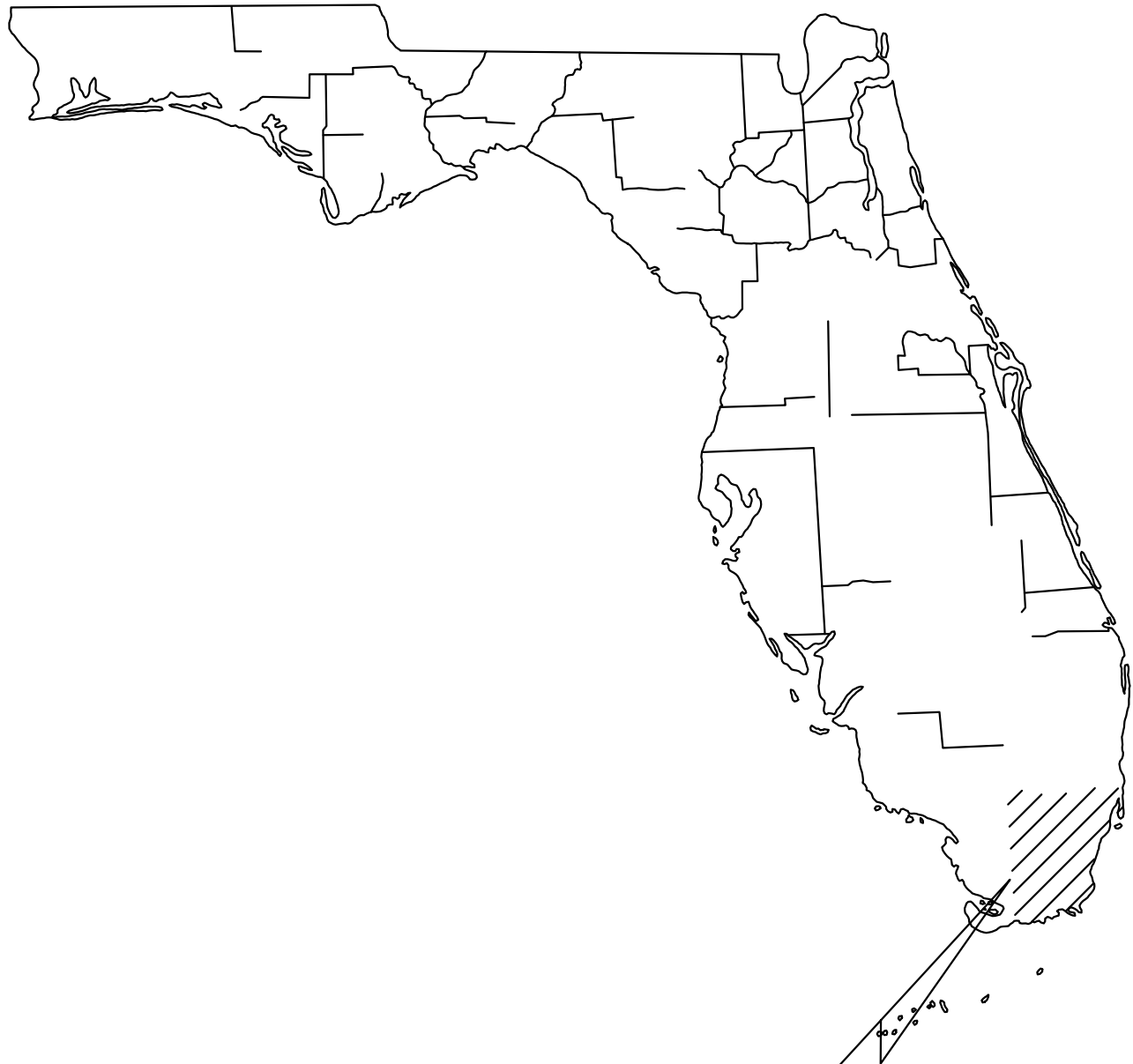
NOTES: 1) The subsurface profile is determined by cuttings & should not be relied upon as an accurate record of soil type or for transition zones.
 2) K value calculated using PVC diameter of 3-inches

PERCOLATION TEST

N V 5	PROJECT NAME: Proposed 1177 Kane Concourse 9- and 5-Level Building		
	PROJECT LOCATION: 1177 Kane Concourse, Bay Harbor Islands, Florida		
	PROJECT NO: 17074	TEST DATE: 10/06/2020	TEST NO: P-2
	TESTED BY: T. Carson / R. Jimenez		CHECKED BY: AB

Plotted By: Kumbhojkar, Priya Sheet Set: 1177 KANE CONCOURSE Layout: C-100 COVER SHEET March 29, 2023 09:42:13am K:\MIB_Civil\043976000 Kane Concourse\Civil\CADD\PlanSheets\C-100 COVER SHEET.dwg

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PROJECT LOCATION
MIAMI DADE COUNTY

PROJECT TEAM:

OWNER/DEVELOPER:
1177 BAY HARBOR ISLANDS, LLC
3310 MARY ST. SUITE 302
COCONUT GROVE, FL 33133
CONTACT: DANIEL ZUVIA

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
355 ALHAMBRA CIRCLE, SUITE 1400
CORAL GABLES, FL 33134
(305) 673-2025
CONTACT: ALBERTO HERRERA, P.E.

ARCHITECT:
ARQUITECTONICA
2900 OAK AVENUE
MIAMI, FL 33133
(305) 372-1812
CONTACT: ANNA CARUSO

SURVEYOR:
COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
(954) 689-7766
CONTACT: AMANDA COLLENBERGER

LIST OF CONTACTS:

STORMWATER
DEPT. OF REGULATORY AND ECONOMIC
RESOURCES
701 NW 1ST COURT
MIAMI, FL 33136
(305) 372-6681
CONTACT: CAMILO IGNACIO

PLANNING AND ZONING
TOWN OF BAY HARBOR ISLANDS BUILDING DEPARTMENT
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
(305) 993-1786
CONTACT: DALE E. LEE

STORMWATER
FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION
NPDES STORMWATER NOTICES CENTER
2600 BLAIR STONE ROAD
TALLAHASSEE, FL 32399
(850) 245-2118
CONTACT:

BUILDING DIVISION
TOWN OF BAY HARBOR ISLANDS BUILDING
DEPARTMENT
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
(305) 993-1786

WATER AND SEWER
TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154
(786) 256-8965
CONTACT: JOSE CUSTODIO

TELEPHONE PROVIDER
AT&T DISTRIBUTION
9101 SW 24TH STREET, 1ST FLOOR
MIAMI, FL 33165
(305) 222-8745
DINO FARRUGGIO

FIRE PREVENTION
MIAMI DADE COUNTY FIRE RESCUE DEPT.
9300 NW 41 STREET
MIAMI, FL 33178
(786) 331-5000

ELECTRIC PROVIDER
FLORIDA POWER AND LIGHT
425 N WILLIAMSON BLVD.
DAYTONA BEACH, FL 32114
(305) 442-5966
CONTACT: FRANCISCO GALUE

ENGINEERING
TOWN OF BAY HARBOR ISLANDS BUILDING
DEPARTMENT
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
(305) 993-1786

CABLE PROVIDER
COMCAST CABLE
2501 SW 145TH AVENUE
MIRAMAR, FL 33322
CONTACT: LEONARD MAXWELL-NEUBOLD

NATURAL GAS PROVIDER
TECO PEOPLES GAS- SOUTH FLORIDA
5101 NW 21st AVE.
SUITE 460
FT. LAUDERDALE, FL 33309
(954) 453-0824
CONTACT: JOAN DOMNING

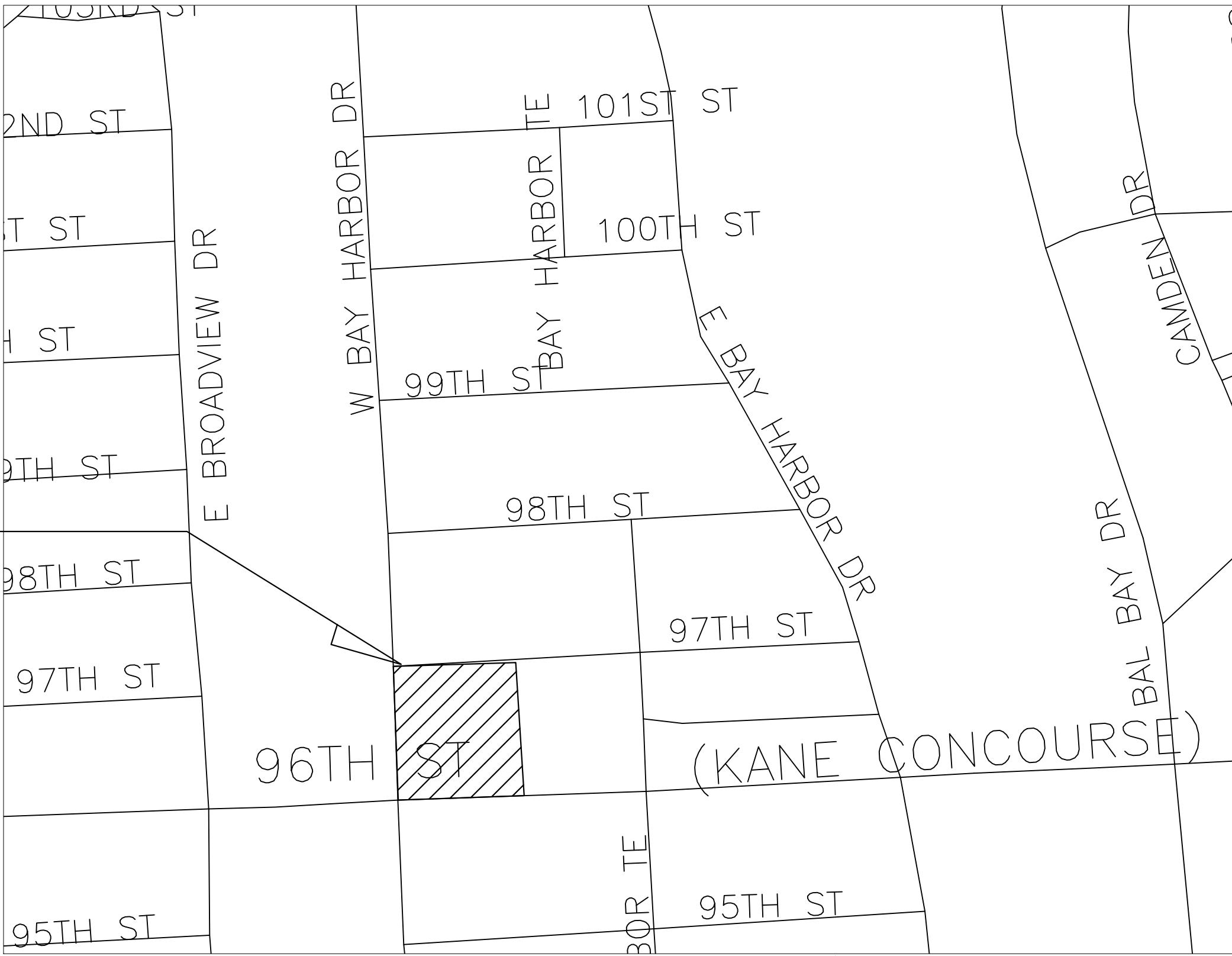
PERMIT SET
FOR
1177 KANE CONCOURSE

TOWN OF BAY HARBOR ISLANDS, FL

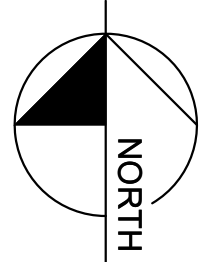
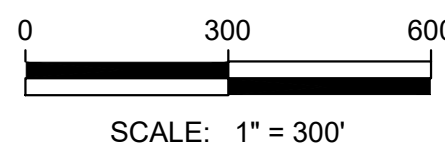
AUGUST 2022

SECTION 27, TOWNSHIP 52, RANGE 42

SUBJECT PROPERTY



VICINITY MAP

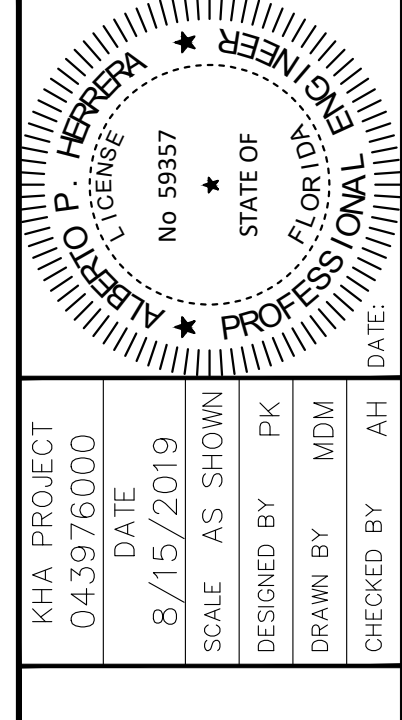


Kimley»Horn

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355 ALHAMBRA CIRCLE, SUITE 1400, MIAMI, FL, 33134
PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM CA 00000696

Sheet List Table	
Sheet Number	Sheet Title
C-100	COVER SHEET
C-101	GENERAL NOTES
C-200	DEMOLITION NOTES
C-201	DEMOLITION PLAN
C-300	EROSION CONTROL NOTES
C-301	EROSION AND SEDIMENT CONTROL PLAN
C-302	EROSION CONTROL DETAILS
C-400	PAVING, GRADING, AND DRAINAGE PLAN
C-402	TYPICAL SECTIONS
C-403	DRAINAGE DETAILS
C-404	PAVING AND GRADING DETAILS
C-405	DRAINAGE WELL DETAILS
C-406	DRAINAGE WELL DETAILS
C-500	WATER AND SEWER NOTES
C-501	WATER AND SEWER PLAN
C-502	WATER AND SEWER PLAN
C-503	SEWER PROFILES
C-504	SEWER PROFILES
C-505	WATER AND SEWER DETAILS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED
BY ALBERTO HERRERA, P.E., ON THE DATE
8/15/2019, AT 10:00 AM, IN THE CITY OF MIAMI,
ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC
COPIES.



COVER SHEET

1177 KANE CONCOURSE
PREPARED FOR
1177 BAY HARBOR ISLANDS,
LLC
TOWN OF BAY
HARBOR ISLANDS
FLORIDA

SHEET NUMBER
C-100

REVISIONS		DATE	BY
No.			

Kimley»Horn
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PHONE: 305-673-2025
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business days before digging to have utilities
located and marked.

Check positive response codes before you dig!

I. GENERAL NOTES AND SPECIFICATIONS

1. ALL MATERIALS AND CONSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REQUIREMENTS OF THE TOWN OF BAY HARBOR ISLANDS, MIAMI-DADE COUNTY, THE FLORIDA BUILDING CODE, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS AND SPECIFICATIONS, SOUTH FLORIDA WATER MANAGEMENT DISTRICT, U.S. ARMY CORPS OF ENGINEERS AND ALL OTHER LOCAL, STATE AND FEDERAL REQUIREMENTS.
2. LOCATIONS, SIZE AND MATERIAL OF EXISTING UTILITIES HAVE BEEN DETERMINED FROM AVAILABLE RECORDS. NEITHER THE DEVELOPER, CLIENT, OWNER NOR THE ENGINEER OF RECORD GUARANTEES THE ACCURACY OF THIS DATA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HORIZONTALLY AND VERTICALLY LOCATE AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR SHALL PHYSICALLY FIELD VERIFY BOTH THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UNDERGROUND AND ABOVE GROUND UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BEAR ALL COSTS FOR THIS WORK.
3. ALL EXISTING UNDERGROUND OR ABOVEGROUND UTILITY PIPES, CABLES, DUCTS, EQUIPMENT, DEVICES, ETC. WITHIN OR OUTSIDE THE PROJECT CONSTRUCTION LIMITS WHICH ARE DAMAGED OR DISRUPTED AS A RESULT OF THE CONTRACTOR'S OPERATION, SHALL BE IMMEDIATELY REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE UTILITY OWNER, REGARDLESS OF WHETHER THEY WERE SHOWN OR NOT SHOWN ON THE PLANS OR LOCATED OR NOT BY THE OWNER'S REPRESENTATIVE, THE UTILITY COMPANY, SUNSHINE STATE ONE-CALL OF FLORIDA, ETC.
4. ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD PRIOR TO COMMENCING ANY CONSTRUCTION WORK.
5. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER OF RECORD.
6. ALL DEFECTIVE WORK NOT ACCEPTED BY THE ENGINEER OF RECORD, BY THE OWNER'S REPRESENTATIVE, OR BY ANY GOVERNMENTAL PERMITTING REGULATORY AGENCY SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
7. ALL STAGING AREAS SHALL BE PROPERLY FENCED AND SECURED BY THE CONTRACTOR.
8. ALL AREAS WHICH ARE BEING EXCAVATED SHALL BE PROPERLY PROTECTED AND BARRICADED BY THE CONTRACTOR. ALL TRENCH WORK SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS, 29 C.F.R.S. 1926.650 SUBPART F AND THE FLORIDA TRENCH SAFETY ACT.
9. ALL EXISTING CONCRETE AND/OR ASPHALT PAVEMENT, CURB AND GUTTERS, CURBS AND WALKS, SOD, LANDSCAPING, FENCE, ETC. DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL CONDITIONS, AT NO ADDITIONAL COST TO THE OWNER OR CLIENT.
10. TEMPORARY ASPHALT PAVEMENT SHALL BE APPLIED TO ALL TRENCHES, WITHIN AN EXISTING PAVED RIGHT OF WAY, AT THE END OF EACH WORKDAY. PLATING MAY BE USED WITH THE RIGHT-OF-WAY OWNER'S PRIOR CONSENT.
11. PROVIDE FILL TO ENSURE THAT THE FINISH GRADE (INCLUDING SOD) IN LANDSCAPE AREAS ARE AT LEVEL OF CURBS AND/OR EDGE OF SIDEWALKS.
12. WHERE NEW GRADES BLEND INTO EXISTING GRADES IN LANDSCAPE AREAS PROVIDE A UNIFORM TRANSITION. PROTECT ALL EXISTING PAVEMENT AND LANDSCAPE AREAS THAT ARE TO REMAIN.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING UNINTERRUPTED WATER AND SEWER SERVICE DURING THE CONSTRUCTION OF THE TIE-IN CONNECTION OF ALL PROPOSED WATER OR SANITARY SEWER SYSTEMS, TO ANY EXISTING WATER OR SANITARY MAINS AND SERVICE LINES. ABANDONMENT SHALL NOT OCCUR UNTIL THE PROPOSED WORK HAS BEEN APPROVED AND ACCEPTED FOR OPERATION BY THE ENGINEER OF RECORD AND MIAMI-DADE WATER AND SEWER DEPARTMENT. ALL EXISTING FIRE HYDRANTS SHALL BE RECONNECTED TO THE PROPOSED WATER MAIN. MIAMI-DADE WATER AND SEWER DEPARTMENT FIELD OPERATIONS SECTION WILL COORDINATE IN THE FIELD WITH THE WATER DISTRIBUTION DIVISION TO DETERMINE IF AN EXISTING FIRE HYDRANT SHALL BE REPLACED AS NEEDED OR REQUIRED.
14. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE PUBLIC HEALTH AND ENSURE JOB SAFETY. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL SAFETY & HEALTH AGENCY (OSHA) STANDARDS AND FEDERAL, STATE AND LOCAL GOVERNMENT SAFETY REQUIREMENTS.
15. THE CONTRACTOR SHALL ENSURE THAT OVERFLOWS OR RAW SEWAGE SPILLS DO NOT OCCUR DURING CONSTRUCTION OF PROPOSED SANITARY SEWER TIE-IN CONNECTIONS.
16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT STORM WATER POLLUTION PREVENTION AND EROSION CONTROL MEASURES AND PRACTICES DURING CONSTRUCTION IN ACCORDANCE WITH THE EROSION CONTROL PLAN/DETAILS AND THE CURRENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S.) PERMIT FOR CONSTRUCTION ACTIVITIES REQUIREMENTS.
17. CONTRACTOR SHALL ENSURE THAT ALL STORM WATER RUN-OFF WITHIN THE CONSTRUCTION AREA IS CONTAINED ON-SITE.
18. WHEN POWER POLES ARE ADJACENT TO ANY PROPOSED UTILITY, THE CONTRACTOR SHALL PROVIDE PROPER SHORING OR OTHER SUITABLE SUPPORT DURING CONSTRUCTION. THE SHORING AND SUPPORT METHODS SHALL BE APPROVED BY THE UTILITY COMPANY'S ENGINEERING DEPARTMENT.
19. DUE TO FEDERAL REGULATIONS, THE CONTRACTOR MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES AND MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE WITHIN THE PROJECT AREA.
20. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING SITE IMPROVEMENTS, FEATURES AND CONDITIONS SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE FOLLOWING TOPOGRAPHIC BOUNDARY SURVEY SPECIFICALLY PREPARED FOR THIS PROJECT:
- TITLE: "ALTA/NSPS LAND TITLE SURVEY"
DATE: 6/20/18
COUSINS SURVEYORS & ASSOCIATES, INC.
3321 SW 47TH AVENUE, SUITE 1011
DAVIE, FL 33314
PHONE: (954) 689-7766

21. ALL ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
22. ALL UTILITY CONNECTIONS TO THE BLDG. SHALL BE CONSTRUCTED AND CAPPED OR PLUGGED FIVE FEET FROM THE PROPOSED BUILDING. CONTRACTOR SHALL PERFORM TIE-INS TO THE BUILDING. THE COST ASSOCIATED WITH THE TAPPING/PLUGGING OF THE UTILITIES SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE.
23. CONTRACTOR SHALL COORDINATE WORK WITH OTHER UTILITY AND BUILDING TRADES WORKING ON THIS OR ADJACENT PROJECTS.
24. THE CONTRACTOR SHALL TAKE SPECIAL NOTE OF THE EXISTING SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING AND/OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY - EITHER PUBLIC OR PRIVATE, DURING CONSTRUCTION ACTIVITIES. ALL COST ASSOCIATED WITH SUCH WORK SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
25. AFTER LOCATING AND VERIFYING EXISTING UTILITY TIE IN POINTS, CONTRACTOR IS TO VERIFY THAT DESIGN COMPONENTS SUCH AS, BUT NOT LIMITED TO, PERCENT SLOPE, INVERT, TAP LOCATIONS, PIPE RUNS, INFRASTRUCTURE DEPTH, ETC. WILL STILL BE IN ACCORDANCE WITH THE ENGINEERING PLANS.
26. IF IT SHOULD BECOME NECESSARY TO STOP WORK FOR INDEFINITE PERIODS, THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PREVENT DAMAGE OR DETERIORATION OF THE WORK ALREADY PERFORMED.

II. PRE-CONSTRUCTION RESPONSIBILITIES

1. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.
2. CONTRACTOR MUST CONTACT THE ARCHITECT/ENGINEER OF RECORD TO ARRANGE FOR A PRE-CONSTRUCTION MEETING, A MINIMUM 2 BUSINESS DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
3. THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL OF FLORIDA (1-800-432-4770) AND ALL KNOWN EXISTING UTILITY OWNERS AT LEAST 2 BUSINESS DAYS BEFORE DIGGING TO ALLOW FOR FIELD LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES IN THEIR EFFORTS TO FIELD VERIFY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BEAR ALL COSTS FOR THIS WORK.
4. THE CONTRACTOR SHALL APPLY FOR AND PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND GIVE ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT.
5. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO ARRANGE FOR ANY REMOVAL, RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.

III. OBSERVATIONS AND TESTING

1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 2 BUSINESS DAYS IN ADVANCE OF PERFORMING ALL CIVIL RELATED TESTS, UNLESS AUTHORIZED BY THE ENGINEER OF RECORD, THE CONTRACTOR SHALL NOT PROCEED WITH TESTING UNLESS THE ENGINEER OR A DESIGNATED REPRESENTATIVE IS PRESENT TO WITNESS THE TESTS.
2. THE ENGINEER OF RECORD WILL REQUIRE THAT THE FOLLOWING TESTS BE PERFORMED WITH ACCEPTABLE RESULTS:
- A. SANITARY SEWAGE COLLECTION SYSTEM:
I. LAMPING TEST FROM MANHOLE TO MANHOLE, INCLUDING CONNECTING MANHOLE
II. INFILTRATION/EXFILTRATION TEST UP TO THE CONNECTING MANHOLE
- III. PRESSURE TEST AS REQUIRED BY ORDER
B. STORM DRAINAGE-(EXFILTRATION TRENCH DEPTH)
I. EXFILTRATION TRENCH DEPTH
II. LAMPING TEST FROM MANHOLE TO MANHOLE, INCLUDING CONNECTING MANHOLE (IF APPLICABLE)
C. DRAINAGE WELL SPECIFIC CAPACITY TEST.
D. WATER SYSTEM-(PRESSURE TEST AND BACTERIOLOGICAL TEST)
E. SUBGRADE - SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.
F. LIME ROCK BASE - SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ANY ASPHALT. (FLAT BOARDING ALSO REQUIRED.)
G. ASPHALT PAVEMENT
H. FINAL WALK-THROUGH INSPECTION - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS.
I. CONCRETE FORMWORK AND ADA SLOPE VERIFICATIONS.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 2 BUSINESS DAYS IN ADVANCE OF THE FOLLOWING EVENTS:
A. PRIOR TO PLACING BALLAST ROCK WITHIN EXFILTRATION TRENCH AND PIPE RUNS TO MEASURE DEPTH AND WIDTH, AS WELL AS DIRECTIONS RESPECTIVELY.
B. PRIOR TO BACKFILLING WATER MAINS AND SERVICES
C. PRIOR TO BACKFILLING SANITARY SEWER MAINS AND SERVICES
D. AFTER COMPACTION OF LIMEROCK BASE AND PRIOR TO PLACEMENT OF FIRST LIFT OF ASPHALT
E. AFTER 2ND LIFT AND CONCRETE PLACEMENT OF PEDESTRIAN PATHWAYS
F. INSTALLING CONNECTIONS TO EXISTING WATER AND SEWER MAINS/SERVICES AFTER SECOND LIFT AND CONCRETE PLACEMENT OF PEDESTRIAN PATHWAYS.
G. AT SUBSTANTIAL COMPLETION
H. FINAL INSPECTION

UNLESS AUTHORIZED BY THE ENGINEER OF RECORD, THE CONTRACTOR SHALL NOT PROCEED WITH THESE ACTIVITIES, UNLESS THE ENGINEER OR A DESIGNATED REPRESENTATIVE IS PRESENT TO PERFORM AN INSPECTION.

4. SHOULD THE CONTRACTOR FAIL TO GIVE THE ENGINEER OF RECORD ADVANCE NOTICE OF TESTING AND INSPECTIONS AS SPECIFIED ABOVE, THE ENGINEER SHALL RESERVE THE RIGHT TO REFUSE ISSUANCE OF ANY CERTIFICATIONS OF COMPLETION AND FINAL INSPECTIONS, AND RESERVES THE RIGHT TO RECOMMEND THAT ANY CONTRACT AMOUNTS STILL HELD IN RETAINAGE NOT BE RELEASED. CITY INSPECTOR REPORTS SHALL NOT BE ACCEPTED AS A SUBSTITUTE FOR THE ENGINEER'S PRESENCE AT THE TESTING AND INSPECTION INTERVALS SPECIFIED ABOVE.

IV. SHOP DRAWINGS

1. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND/OR THE AUTHORITY HAVING JURISDICTION (FOR ITEMS IN THE PUBLIC RIGHT OF WAY) FOR THE FOLLOWING ITEMS:
- A. DRAINAGE STRUCTURES, INCLUDING CATCH BASINS, WELL BOXES, PUMPS, MANHOLES/INLET FRAMES/GRATES, BAFFLES, ETC.
B. ALL DRAINAGE PIPES.
C. TRENCH DRAINS.
D. EXFILTRATION FILTER FABRIC
E. ALL WATER AND SEWER SYSTEM COMPONENTS
F. ASPHALT PAVEMENT MIX DESIGN
G. LIMEROCK MATERIAL
H. CONCRETE MIX FOR PAVEMENT
I. MATERIAL SUBSTITUTION REQUESTS
J. EROSION CONTROL MATERIALS
K. FILL MATERIAL
L. EXCAVATABLE FLOWABLE FILL
2. ALL PRECAST STRUCTURAL DRAWINGS MUST BE SIGNED AND SEALED BY A STATE OF FLORIDA LICENSED ENGINEER OF RECORD STATING THAT THE STRUCTURE(S) MEETS THE H20 LOAD RATING REQUIREMENTS. STRUCTURAL SHOP DRAWINGS WILL BE REJECTED AND NOT REVIEWED IF NOT SEALED BY A FLORIDA LICENSED ENGINEER.

IN ADDITION, SOME CITIES, COUNTIES, STATE AND/OR NATIONAL REGULATORY AGENCIES REQUIRE THEIR OWN INDIVIDUAL REVIEW AND APPROVAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY SHOP DRAWING APPROVALS AS REQUIRED.

V. TEMPORARY FACILITIES

1. TEMPORARY FACILITIES
- A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.
- B. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.
- C. CONTRACTOR SHALL OBTAIN THE ENGINEERING DESIGN AND PERMIT FOR SUCH FACILITIES AT THE CONTRACTOR'S SOLE COST.
2. TRAFFIC REGULATION
- A. THE CONTRACTOR SHALL PROVIDE ALL MAINTENANCE OF TRAFFIC DURING CONSTRUCTION, TO INCLUDE BUT IS NOT LIMITED TO WARNING SIGNALS, SIGNS, LIGHTS AND FLAG PERSONS AS NECESSARY WITHIN PUBLIC RIGHT-OF-WAYS IN ACCORDANCE WITH M.U.T.C.D. AND TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS DEPARTMENT.
- B. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC AT ALL TIMES. SPECIAL PRECAUTION IS TO BE TAKEN IN PATHS OF EGRESS.
- C. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS DEPARTMENT.

VI. PROJECT CLOSE OUT:

1. CLEANING UP
- A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER AND THE PAVED AREAS SHALL BE SWEEP BROOM CLEAN. UPON FINAL CLEANUP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH, AND THE PAVED AREAS SHALL BE BROOMED AND PRESSURE CLEANED.
- B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS/HER WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE COMMENCEMENT OF OPERATIONS AND TO THE OWNER'S SATISFACTION.
- C. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE COMMENCEMENT OF OPERATIONS AND TO THE OWNER'S SATISFACTION.
- D. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION. ANY ADVERSE EFFECTS OR BUILDUP IN PUBLIC INFRASTRUCTURE WILL BE CLEANED AND REDUCED BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
- E. ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENGINEER OF RECORD. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
2. ALL PROPERTY MONUMENTS OR PERMANENT SURVEY REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
3. PROJECT RECORD DOCUMENTS
- A. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS. PRIOR APPROVAL FROM THE ENGINEER OF RECORD IS REQUIRED FOR SAID FACILITIES.
- B. AT THE COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL SUBMIT THREE (3) SIGNED & SEALED AS-BUILT DRAWINGS, SIGNED & SEALED BY A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA. ADDITIONAL AS-BUILT DRAWINGS REQUIRED BY THE CITY, COUNTY, STATE AND/OR FEDERAL REGULATORY AGENCIES SHALL ALSO BE SUBMITTED ONCE REQUIRED. THE AS-BUILT DRAWINGS SHALL INDICATE LOCATION, SIZE, ELEVATION, MATERIAL, ETC., OF ALL WORK COMPLETED UNDER THIS CONTRACT AND OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- C. THE CONTRACTOR SHALL NOTIFY THE TOWN OF BAY HARBOR ISLANDS PRIOR TO PLACING WATER AND SEWER INTO SERVICE.

VII. STORM DRAINAGE

1. WHEN EXISTING MANHOLE RINGS, CATCH BASIN GRATE AND FRAMES, VALVE BOXES, PULL BOXES OR OTHER UTILITY CASTINGS ARE ENCOUNTERED WITHIN THE PROPOSED LIMITS OF WORK THE CONTRACTOR SHALL FIELD ADJUST THE EXISTING RING AND FRAME, GRATE AND FRAME, VALVE BOXES OR PULL BOXES TO MATCH THE PROPOSED ELEVATION. SUCH WORK SHALL BE INCLUDED IN THE BID PRICE.
2. ALL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS OTHERWISE INDICATED.
3. UNLESS OTHERWISE SPECIFIED ON THE PLANS, ALL DRAINAGE PIPE SHALL BE HDPE DOUBLE WALLED SMOOTH INTERIOR PIPE AND SHALL MEET THE REQUIREMENTS OF AASHTO M294 TYPE S, MPT AND ASTM D2321, D3212, F1417, F477, F667 OR AS NOTED ON THE CONSTRUCTION DRAWINGS.
4. CONTRACTOR SHALL VACUUM CLEAN AND REMOVE ALL SILT, SEDIMENT AND DEBRIS FROM ALL OF THE EXISTING AND PROPOSED DRAINAGE STRUCTURES AND PIPE NETWORK WITHIN THE PROJECT LIMITS PRIOR TO FINAL ACCEPTANCE OF DRAINAGE SYSTEM. ALL COST OF SUCH WORK SHALL BE INCLUDED IN THE BID PRICE.
5. ALL DRAINAGE WORK SHALL CONFORM TO THE GOVERNING JURISDICTIONAL AGENCY REGULATIONS AND STANDARDS
6. UNLESS OTHERWISE SPECIFIED ON THE PLANS, MINIMUM COVER OVER ALL STORM DRAINAGE PIPE SHALL BE 36-INCHES. CONTRACTOR SHALL AVOID ALL UNNECESSARY CROSSINGS BY HEAVY CONSTRUCTION EQUIPMENT DURING CONSTRUCTION.
7. UNLESS OTHERWISE SPECIFIED ON THE PLANS, ALL CATCH BASINS, MANHOLES, FRAMES AND GRATES, RINGS AND COVERS, WITHIN PRIVATE PROPERTY, SHALL BE DESIGNED TO WITHSTAND AN AASHTO AND FDOT H20 LOAD RATING AND SHALL BE OBTAINED FROM PLAN SPECIFIED MANUFACTURERS OR APPROVED EQUIVALENT MANUFACTURER.

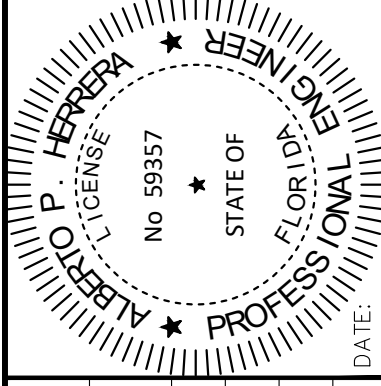
VIII. EARTHWORK AND PAVING

1. ALL UNDERGROUND UTILITY WORK SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF SUB BASE. ANY SUBGRADE RE-WORK DUE TO UNDERGROUND INFRASTRUCTURE INCONSISTENCIES WILL BE DONE AT THE CONTRACTOR'S EXPENSE.
2. PROPOSED ASPHALT PAVEMENT SHALL BE CONNECTED TO EXISTING PER THE MORE STRINGENT OF TOWN OF BAY HARBOR ISLANDS, MIAMI DADE COUNTY PUBLIC WORKS, AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD DETAILS.
3. SAW CUT EXISTING CONCRETE WALKS, CURB AND GUTTERS, AND ASPHALT OR CONCRETE PAVEMENT CAREFULLY AND IN A STRAIGHT LINE WHERE UNDERGROUND WORK IS REQUIRED, WHERE PROPOSED ASPHALT OR CONCRETE PAVEMENT, CURB, SIDEWALK, ETC. WILL MEET AN EXISTING LOCATION CUT CONCRETE WALKS, CONCRETE PAVEMENT, CURB AND GUTTERS AT NEAREST EXISTING JOINT. CURB AND GUTTER RESTORATION (AS REQUIRED) TO BE PER FDOT STANDARD PLANS INDEX 520-001.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KIMLEY-HORN AND ASSOCIATES, P.C., ON THE DATE 8/15/2019, AT 10:00 AM, IN DADE COUNTY, FLORIDA, ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
043976000	8/15/2019	AS SHOWN	PK	MDM	AH



DATE: 8/29/2023

GENERAL NOTES

1177 KANE CONCOURSE
PREPARED FOR
1177 BAY HARBOR ISLANDS, LLC

TOWN OF BAY HARBOR ISLANDS

FLORIDA

SHEET NUMBER
C-101

REVISIONS

No.	DATE	BY
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Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

DEMOLITION NOTES AND SPECIFICATIONS:

SHOULD ANY SECTION OF THESE DEMOLITION NOTES BE IN DIRECT CONFLICT WITH THE PROVISIONS OR TECHNICAL SPECIFICATIONS CONTAINED IN THE CONTRACT DOCUMENT FOR THIS PROJECT, THE INTENT OF THE CONTRACT DOCUMENT SHALL GOVERN.

I. GENERAL

- FOR THIS PROJECT, "OWNER" SHALL MEAN WHARTON EQUITY PARTNERS, LLC, "SURVEY" SHALL MEAN THE BOUNDARY SURVEY PREPARED BY COUSINS SURVEYORS & ASSOCIATES, INC. AND "ENGINEER" SHALL MEAN THE ENGINEER OF RECORD.
- EXISTING CONDITIONS, UTILITIES, STRUCTURES AND OTHER IMPROVEMENTS, AS SHOWN ON THE DEMOLITION DRAWINGS, WERE TAKEN FROM THE SURVEY, AND FROM INFORMATION PROVIDED BY UTILITY COMPANIES. AN ATTEMPT HAS BEEN MADE TO SHOW ALL EXISTING STRUCTURES, UTILITIES, DRIVES, WALKS, ETC., IN THEIR APPROXIMATE LOCATION. OTHERS MAY EXIST AND MAY BE FOUND UPON VISITING THE SITE. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACCURATELY LOCATE ALL FACILITIES AND TO DETERMINE THEIR EXTENT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR SHALL PHYSICALLY FIELD VERIFY BOTH THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UNDERGROUND AND ABOVE GROUND UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. IF SUCH FACILITIES OBSTRUCT THE PROGRESS OF THE WORK AND ARE NOT INDICATED TO BE REMOVED OR RELOCATED, THEY SHALL BE REMOVED OR RELOCATED ONLY AS DIRECTED BY THE OWNER, ARCHITECT, OR ENGINEER OF RECORD, AT NO ADDITIONAL COST TO THE OWNER.
- ORGANIZE AND PERFORM DEMOLITION WORK TO AVOID DAMAGE TO CONSTRUCTION INTENDED TO REMAIN. ANY COMPONENTS INTENDED TO REMAIN BUT DAMAGED DURING DEMOLITION WILL BE REPLACED, NEW, BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- DEMOLITION AND REMOVAL OPERATIONS SHALL BE CONDUCTED IN AN EXPEDIENT MANNER, WITH PRECAUTIONS TAKEN TO PREVENT THE DEMOLITION SITE FROM BEING A NUISANCE.
- PERFORM REMOVAL AND DEMOLITION IN ACCORDANCE WITH DEMOLITION SCHEDULE (REFER TO SECTION IV.) AND TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING ADJACENT BUILDINGS, FURNISHINGS, AND EQUIPMENT. NOTIFY THE ENGINEER OF ANY CONDITIONS THAT MAY AFFECT THE SAFETY OF OCCUPANTS OF ADJACENT BUILDINGS, THE NORMAL USE OF THESE FACILITIES, OR THE PHYSICAL CONDITION OF THE STRUCTURES.
- ALL EXISTING UTILITIES OUTSIDE THE PROPERTY BOUNDARIES ARE TO REMAIN, UNLESS OTHERWISE NOTED.
- PRIOR TO DEMOLITION ACTIVITIES, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL AFFECTED UTILITY COMPANIES IN ORDER TO COORDINATE THE DEACTIVATION OF ALL EXISTING UTILITY LINES WITHIN THE PROPERTY. ONCE ALL ONSITE UTILITIES HAVE BEEN DEACTIVATED, ALL LINES SHALL BE CUT AND CAPPED INSIDE THE PROPERTY LINE, AND REMOVED (UNLESS OTHERWISE INDICATED).
- THE CONTRACTOR SHALL USE EXTREME CAUTION IN REMOVING ANY STRUCTURES AND UTILITIES ABOVE AND BELOW GRADE TO PREVENT DAMAGE TO EXISTING UTILITIES WHICH ARE TO REMAIN IN SERVICE. ANY DAMAGE TO EXISTING PIPELINES, UTILITIES, ETC., CAUSED BY THE CONTRACTOR SHALL BE REPAIRED, AT THE CONTRACTOR'S EXPENSE, IN A MANNER ACCEPTABLE TO THE PARTY IN OWNERSHIP OF THE DAMAGED PROPERTY. THE CONTRACTOR SHALL REPORT ANY EXISTING DAMAGE PRIOR TO BEGINNING WORK. IN THE EVENT OF ACCIDENTAL DISRUPTION OF UTILITIES OR THE DISCOVERY OF PREVIOUSLY UNKNOWN UTILITIES, CONTRACTOR MUST NOTIFY THE AFFECTED UTILITY COMPANY AND THE ENGINEER. THE UTILITY COMPANY, ENGINEER, AND CONTRACTOR MUST FIRST AGREE ON A PLAN TO CORRECT THE SITUATION OR IDENTIFY THE UTILITY SERVICE LINE. ALL ASSOCIATED COSTS SHALL BE INCURRED AT THE CONTRACTOR'S EXPENSE.
- NO LIGHTING MAY BE REMOVED FROM PUBLIC STREETS UNTIL PROPOSED LIGHTING IS FULLY IN PLACE, OTHERWISE CONTRACTOR SHALL INSTALL A TEMPORARY LIGHTING SYSTEM, SO THAT NO AREA USED BY THE PUBLIC WILL HAVE LESS LIGHTING THAN CURRENTLY EXISTS.
- EXISTING WORK NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY REMOVED, DAMAGED, EXPOSED, OR IN ANY WAY DISTURBED OR ALTERED BY REMOVAL WORK SHALL BE REPAIRED, PATCHED OR REPLACED, AT THE CONTRACTOR'S EXPENSE, TO THE ENGINEER'S SATISFACTION.
- TITLE AND RESPONSIBILITY TO MATERIALS AND EQUIPMENT TO BE REMOVED, EXCEPT SALVAGEABLE EQUIPMENT TO BE RETAINED BY THE OWNER, IS VESTED TO THE CONTRACTOR UPON RECEIPT OF NOTICE TO PROCEED. THE OWNER WILL NOT BE RESPONSIBLE FOR THE CONDITION, LOSS OR DAMAGE TO SUCH MATERIALS AND EQUIPMENT AFTER NOTICE TO PROCEED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO:
 - PROTECT ALL EXISTING STRUCTURAL ELEMENTS TO REMAIN DURING DEMOLITION
 - IF APPLICABLE, PROVIDE A TEMPORARY PATCH AND REPAIR TO ALL SURFACES AFFECTED BY DEMOLITION WHICH ARE TO BE RECONSTRUCTED AS PART OF THIS PROJECT.
 - EXIST. CONC. OR ASPHALT PAVEMENT TO BE REMOVED SHALL BE SAW-CUT IN NEAT, STRAIGHT LINES.
 - EXIST. IRRIGATION LINES WITHIN THE LIMITS OF DEMOLITION TO BE REMOVED.
 - ALL EXISTING WIRE, IRON, CHAIN LINK, WOOD FENCES ARE TO REMAIN UNLESS OTHERWISE SPECIFIED.
 - NO ELECTRIC POLE, STREET LIGHT, WATER METER/VALVE, FIRE HYDRANT ETC. WILL BE REMOVED WITHIN THE ROADWAY RIGHT OF WAY LINES.
 - REFER TO LANDSCAPE PLANS FOR ALL EXIST. TREES.
 - EXIST. MONITORING WELLS TO REMAIN AND BE PROTECTED AT ALL TIMES.
 - ALL EXISTING SURVEY REFERENCES AND MARKERS SHALL REMAIN IN PLACE OR BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.

II. DESCRIPTION

- PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, SERVICES, ETC., NECESSARY AND INCIDENTAL TO THE COMPLETION OF ALL SITE DEMOLITION AND CLEARING WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING THE LEGAL TRANSPORT AND OFF-SITE DISPOSAL OF DEMOLITION DEBRIS.
- ALL ONSITE WORK INCLUDED CONSISTS OF, BUT IS NOT LIMITED TO, THE FOLLOWING:
 - FULL-DEPTH REMOVAL OF EXISTING SIDEWALKS, DRIVES, CURBS, PAVEMENT, ETC.
 - CLEARING SITE OF DEMOLITION DEBRIS.
 - REMOVAL FROM SITE AND DISPOSAL OF ALL EXCESS AND UNUSABLE MATERIAL.
 - COORDINATION WITH ALL UTILITY COMPANIES/OWNERS PRIOR TO DEACTIVATION.

III. APPLICABLE CODES

- DEMOLITION AND TRANSPORTATION OF DEBRIS SHALL COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND REGULATIONS GOVERNING THESE OPERATIONS. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ANY PERMITS, BONDS, LICENSES, ETC., REQUIRED FOR DEMOLITION AND CLEARING WORK.
- ANY WORK WITHIN PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION, AND SHALL NOT BEGIN UNTIL THE CONTRACTOR HAS NOTIFIED, AND PERMITS HAVE BEEN OBTAINED FROM, THESE GOVERNING AUTHORITIES.

IV. SEQUENCING AND SCHEDULING

- AREAS ADJACENT TO DEMOLITION AND REMOVAL WORK MAY BE OCCUPIED AND THEIR ACTIVITIES CANNOT BE INTERRUPTED OR DISTURBED DURING NORMAL WORKING HOURS. DEMOLITION SCHEDULE SHALL BE COORDINATED WITH ALL ADJACENT PROPERTY OWNERS AND ANY OTHER PARTIES WHOSE DAILY ACTIVITIES WOULD BE AFFECTED BY THE DEMOLITION WORK.
- COORDINATE WITH APPLICABLE UTILITY COMPANIES FOR UTILITY LINE REMOVAL, CAPPING AND UTILITY SHUTDOWNS NECESSITATED BY REMOVAL WORK.

V. ENVIRONMENTAL PROTECTION

- CONTROL AMOUNT OF DUST RESULTING FROM CONSTRUCTION OR DEMOLITION TO PREVENT SPREAD OF DUST TO OTHER BUILDINGS AND TO AVOID CREATION OF A NUISANCE IN SURROUNDING AREAS. USE OF WATER TO CONTROL DUST WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE, HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING.
- NOISE PRODUCING ACTIVITIES SHALL BE HELD TO A MINIMUM. INTERNAL COMBUSTION ENGINES AND COMPRESSORS, ETC., SHALL BE EQUIPPED WITH MUFFLERS TO REDUCE NOISE TO A MINIMUM. COMPLY WITH ALL NOISE ABATEMENT ORDINANCES.
- THE USE OF EXPLOSIVES WILL NOT BE PERMITTED.
- DISPOSITION OF DEMOLISHED MATERIALS BY BURNING IS NOT PERMITTED.
- ALL CLEARING SHALL BE PERFORMED IN A MANNER SUCH AS TO PREVENT ANY WASH-OFF OF SOILS AND DEBRIS FROM THE SITE INTO PUBLIC RIGHT-OF-WAY STREAMS, AND/OR STORM DRAINAGE SYSTEMS. APPROPRIATE SEDIMENTATION PONDS, DIKES, COLLARS, AND FILTER MEDIA SHALL BE EMPLOYED TO INSURE COMPLIANCE WITH THESE REQUIREMENTS. WHERE A SPECIFIC STATUTE GOVERNS THESE PROCEDURES, SUCH STATUTE SHALL BE COMPLIED WITH IN ITS ENTIRETY.
- DURING THE ENTIRE COURSE OF OPERATIONS, ALL EXISTING DRAINAGE WAYS, BOTH INTO AND FROM THE PROJECT AREA SHALL BE MAINTAINED IN A FUNCTIONAL CONDITION.
- AT ALL TIMES DURING THE CLEARING OPERATION, THE EXPOSED AREAS OF SUBGRADE SHALL BE MAINTAINED IN A CONDITION COMPATIBLE WITH POSITIVE DRAINAGE OF THE WORK AREA. NO WATER WILL BE PERMITTED TO STAND IN OPEN EXCAVATIONS. ALL STORM WATER RUNOFF SHALL BE CONTAINED WITHIN THE SITE. FAILURE TO MAINTAIN SUCH DRAINAGE SHALL BE CONSIDERED ADEQUATE CAUSE FOR THE CONTRACTOR TO ORDER TEMPORARY SUSPENSION OF THE WORK.
- IF IT SHOULD BECOME NECESSARY TO STOP WORK FOR INDEFINITE PERIODS, THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PREVENT DAMAGE OR DETERIORATION OF THE WORK ALREADY PERFORMED, PROVIDE SUITABLE AND FUNCTIONAL DRAINAGE BY OPENING DITCHES, FILTER DRAINS, TEMPORARY CUT-OFF LINES, ETC., AND ERECT TEMPORARY PROTECTIVE STRUCTURES WHERE NECESSARY. ALL EMBANKMENTS SHALL BE BACK-BLADED AND SUITABLY SEALED TO PROTECT AGAINST ADVERSE WEATHER CONDITIONS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS WHEN REMOVING ABANDONED AND DE-ENERGIZED MATERIALS. IF ASBESTOS PIPES ARE ENCOUNTERED, THE CONTRACTOR WILL TAKE ALL NECESSARY ABATEMENT STEPS AS REQUIRED BY GOVERNING REGULATIONS TO SAFELY REMOVE AND DISPOSE OF SAID FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERY OF SAID MATERIALS.

VI. TRAFFIC MAINTENANCE

- CONTRACTOR SHALL FOLLOW THE MORE STRINGENT AND APPLICABLE PROCEDURE OUT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND/OR THE TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS MAINTENANCE OF TRAFFIC PROCEDURES DURING DEMOLITION IN PUBLIC RIGHT-OF-WAYS AND PRIVATE DRIVEWAYS, PEDESTRIANS PATHS, AND ROADWAYS (FDOT INDEX 600 SERIES).
- THE CONTRACTOR SHALL PROVIDE ADEQUATE BRACING, SHORING, TEMPORARY CROSSOVER FOR PEDESTRIAN AND VEHICULAR TRAFFIC INCLUDING PLATING, GUARDRAILS, LAMPS, WARNING SIGNS, FLAGS, ETC. AS REQUIRED BY AGENCIES HAVING JURISDICTION, AND SHALL NOT REMOVE THESE UNTIL THE NEED FOR PROTECTION CEASES.
- THE CONTRACTOR MAY NOT CLOSE ANY SIDEWALKS WITHOUT PROVIDING ALTERNATE ROUTES IN ACCORDANCE WITH FDOT INDEX 660.
- CONDUCT REMOVAL OPERATIONS SO THAT TRAFFIC IS MAINTAINED ALONG EXISTING STREETS AND WALKS. KEEP PAVED STREETS AND WALKWAYS FREE OF DEBRIS. REMOVE MATERIAL AND OTHER MATTER TRACKED OR FALLEN ONTO TRAFFIC SURFACES.

VII. CLEAN UP

- REMOVE DEMOLISHED CONSTRUCTION MATERIALS AND RELATED DEBRIS FROM THE SITE ON A REGULAR BASIS. ACCUMULATION OF DEBRIS ON THE SITE WILL NOT BE PERMITTED. SELLING OF SALVAGEABLE MATERIALS IS NOT PERMITTED AT THE SITE.
- REMOVE MATERIALS, INCLUDING DEBRIS AND DUST, AND DISPOSE OF LEGALLY OFF SITE. NO DEBRIS SHALL BE BURNED OR BURIED ON THE SITE AS A MEANS OF DISPOSAL. USE METHODS APPROVED BY THE REGULATORY AGENCIES PRIOR TO BEGINNING CLEANUP OPERATIONS. USE OF BLOWERS TO DISTRIBUTE DUST WILL NOT BE PERMITTED.
- MATERIAL DESIGNATED FOR REMOVAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

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TOWN OF BAY
HARBOR ISLANDS

SHEET NUMBER
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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM CA 00006096

ALBERT P. HORN
P.E. LICENSE
No. 59357
STATE OF
FLORIDA
Professional Engineer

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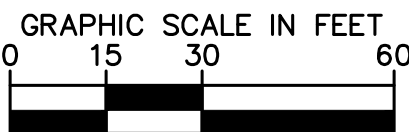
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	RIGHT-OF-WAY LINE / PROPERTY LINE
	CENTER LINE OF ROADWAY
	MONUMENT LINE
	EXIST. BUILDING OUTLINE
	APPROXIMATE LIMITS OF DEMOLITION AREA
	EXIST. TREES TO REMAIN. (REFER TO LANDSCAPE ARCHITECT PLANS FOR DETAILS.)
	EXIST. TREES TO BE REMOVED. (REFER TO LANDSCAPE ARCHITECT'S DISPOSITION PLAN/ NOTES)
	EXIST. PAVEMENT STRIPING TO REMAIN
	EXIST. PAVEMENT STRIPING TO BE REMOVED
	EXIST. CURB ABUTTING PROPOSED DEVELOPMENT IN THE PUBLIC R/W TO BE REPLACED PER RESPECTIVE AHJ STANDARDS IF DAMAGED DURING CONSTRUCTION
	REFER TO NOTE 14 (THIS SHEET) AND SEWER PLANS APPROVED BY THE AHJS

1. ON-SITE LIGHT POLES TO BE REMOVED MUST HAVE THEIR SOURCE OF POWER TERMINATED AT THE SITE. CONTRACTOR TO CONFIRM NO POWER/LIGHTNING INTERRUPTIONS TO THE SURROUNDING PROPERTIES/PARCELS PRIOR TO PERFORMING WORK.
2. THE INTENT OF THE DEMOLITION PLAN IS TO DEPICT EXISTING FEATURES THAT ARE PROPOSED TO BE REMOVED AND ARE SCHEDULED FOR REMOVAL. SOME INCIDENTAL ITEMS MAY HAVE BEEN INADVERTENTLY OMITTED FROM THE PLAN. THE CONTRACTOR IS ENCOURAGED TO THOROUGHLY INSPECT THE SITE AS WELL AS REVIEW THE PLANS AND SPECIFICATIONS PRIOR TO SUBMITTING PRICING. CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION FOR INCIDENTAL ITEMS NOT SHOWN ON THIS DEMOLITION PLAN.
3. Dewatering should be anticipated and included in the contractor's bid.
4. SEE SHEET C-301 FOR INLET PROTECTION AND EROSION AND SEDIMENT CONTROL.
5. CONTRACTOR IS RESPONSIBLE FOR REPAIRS TO EXISTING CONCRETE OR ASPHALT TO REMAIN IF DAMAGED DURING CONSTRUCTION.
6. ALL UTILITIES AND ABOVE GROUND FEATURES WITHIN THE RIGHT-OF-WAY ARE TO REMAIN OR BE RELOCATED UNLESS SPECIFICALLY SPECIFIED OTHERWISE. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED TO THESE ITEMS.
7. CONTRACTOR TO COORDINATE WITH TOWN OF BAY HARBOR ISLANDS, MIAMI-DADE COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION AS NEEDED/ REQUIRED.
8. CONTRACTOR TO REFER TO LANDSCAPE PLANS FOR TREE REMOVAL/RELOCATION. CONTRACTOR TO SECURE TREE REMOVAL PERMIT PRIOR TO WORK COMMENCING.
9. CONTRACTOR TO SAWCUT IN NEAT, STRAIGHT LINES WHEN REMOVING EXISTING PAVEMENT/CONCRETE THAT IS ADJACENT TO EXISTING PAVEMENT/CONCRETE THAT IS TO REMAIN. CONTRACTOR IS RESPONSIBLE FOR REPAIRS TO EXISTING CONCRETE OR ASPHALT IF DAMAGED DURING CONSTRUCTION.
10. CONTRACTOR TO COORDINATE EXISTING UTILITY/POLE RELOCATION, REMOVAL, OR ABANDONMENT WITH RESPECTIVE UTILITY OWNER.
11. CONTRACTOR TO SECURE ALL NECESSARY PERMITS/APPROVALS FOR ON-SITE DEMOLITION AND/OR DEMOLITION WITHIN PUBLIC RIGHT OF WAY.
13. EXIST. MONITORING WELLS TO BE PROTECTED AND MAINTAINED DURING CONSTRUCTION.
14. CONTRACTOR TO COORDINATE WITH TOWN OF BAY HARBOR ISLANDS REGARDING THE ABANDONMENT OF THE EXISTING SEWER MAIN AND EXISTING SEWER MANHOLES. EXISTING SEWER MAIN TO BE ABANDONED IN PLACE AFTER PROPOSED MAIN IS CERTIFIED AND ALL EXISTING LATERALS TRANSFERRED. EXISTING SEWER MAIN TO BE CAPPED AND GROUND TO BE ABANDONED. SEWER MANHOLES, THE CONTRACTOR SHALL REMOVE THE TOP TWO FEET AND FILL WITH EXCAVATABLE FLOWABLE FILL.

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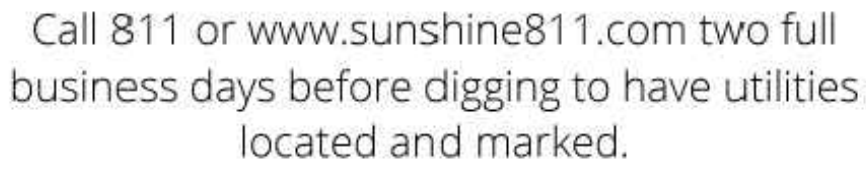
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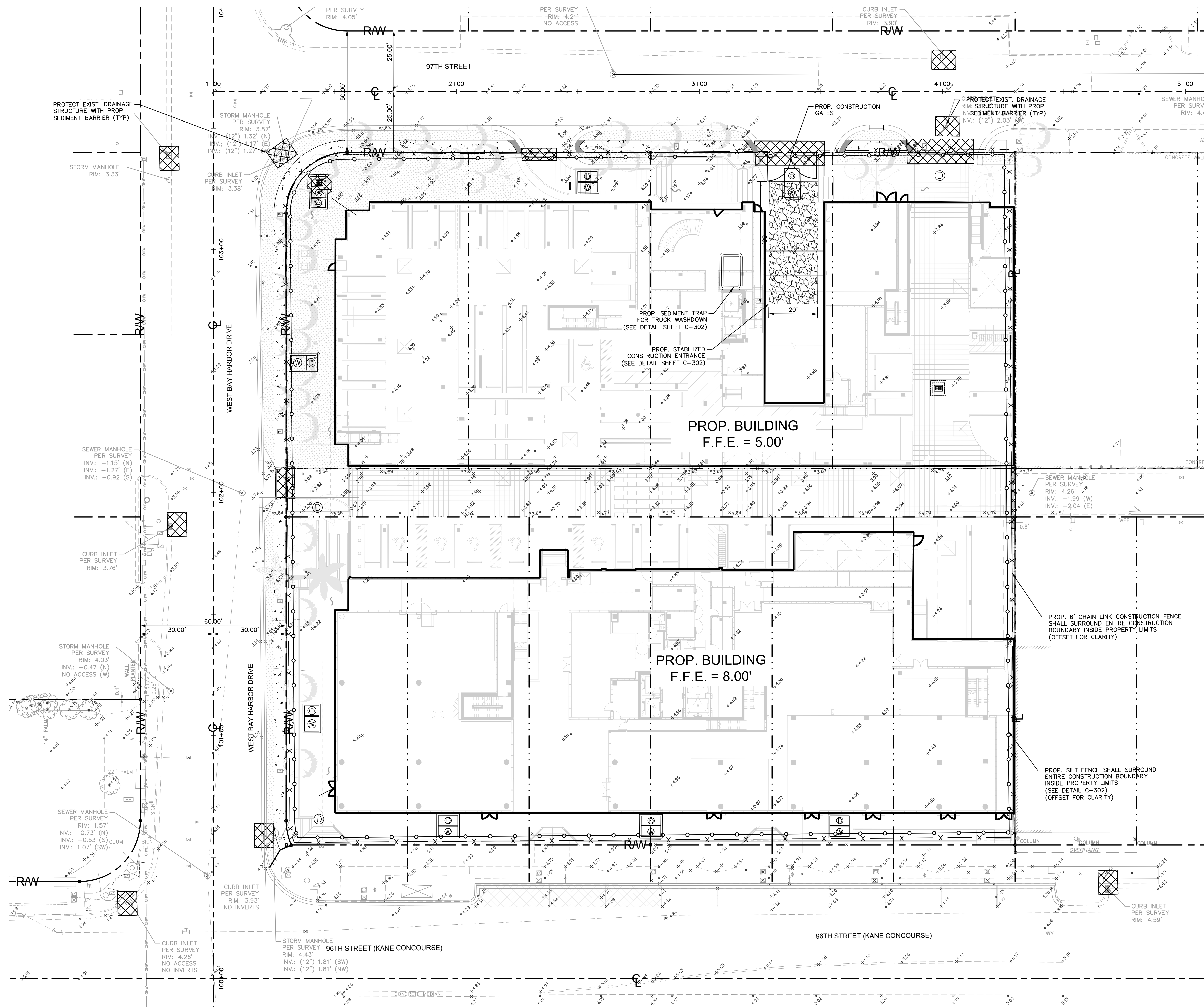
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REVISIONS

No.	REVISIONS	DATE	BY
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Check positive response codes before you dig!



GRAPHIC SCALE IN FEET

A horizontal scale bar with tick marks at 0, 10, 20, and 40 feet. The bar is divided into alternating black and white segments. The first 10 feet is white, the next 10 feet is black, the next 10 feet is white, and the final 10 feet is black.

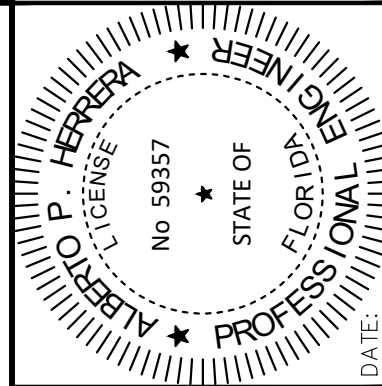
LEGEND:

- | | |
|--|---|
| | RIGHT-OF-WAY LINE / PROPERTY LINE |
| | CENTER LINE OF ROADWAY |
| | MONUMENT LINE |
| | PROP. BUILDING OUTLINE |
| | EXIST. LOT LINE |
| | SEDIMENT BARRIER CONTROL
FOR STORM STRUCTURE
(REFER TO SHEET C-302 FOR DETAILS) |
| | PROP. STABILIZED
CONSTRUCTION ENTRANCE |
| | PROP. SILT FENCE |
| | PROP. 6' CHAIN LINK CONSTRUCTION
FENCE WITH DUST SCREEN |

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BY ALBERTO P. HERRERA, P.E., ON THE DATE
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KHA PROJECT	SCALE AS SHOWN	DESIGNED BY	PK
043976000		DRAWN BY	MDM
DATE		CHECKED BY	AH
8/15/2019			



DATE: 3/29/2023

EROSION AND SEDIMENT CONTROL PLAN

1177 KANE CONCOURSE
PREPARED FOR
1177 BAY HARBOR ISLANDS,
LLC

SHEET NUMBER
C-301

HARBOR ISLANDS

REVISIONS

DATE	BY
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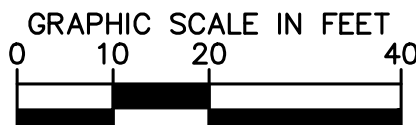
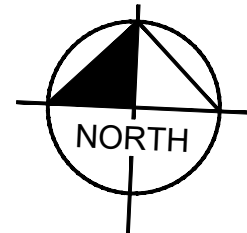
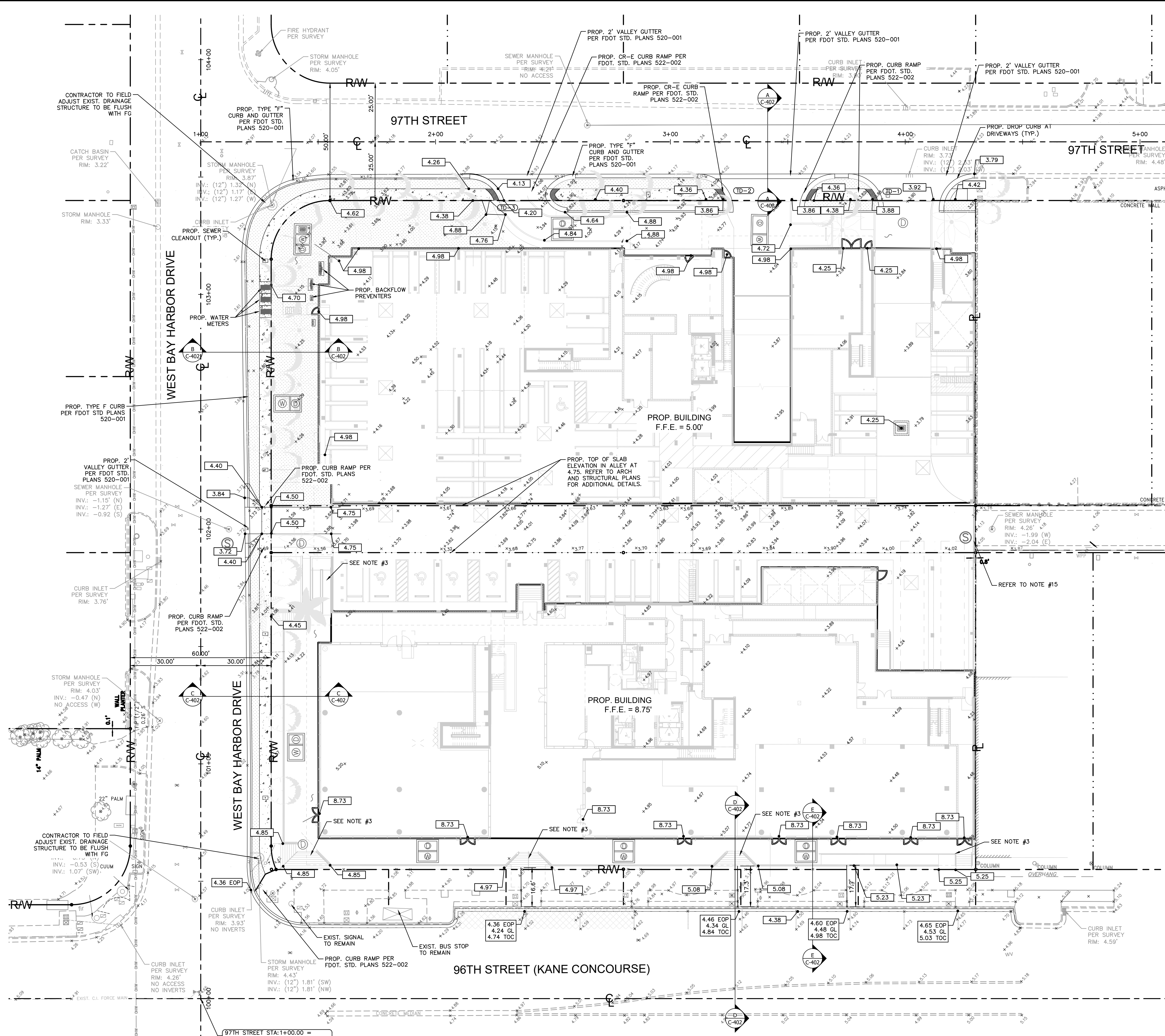
Kimley»»Horn

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PHONE: 305-673-2025
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LEGEND:

- RAW --- R RIGHT-OF-WAY LINE / PROPERTY LINE
- C --- CENTER LINE OF ROADWAY
- PROP. BUILDING OUTLINE
- [Pattern] PROPOSED HARDSCAPE/LANDSCAPE SHOWN FOR REFERENCE ONLY. REFER TO ARCH/LA PLANS FOR ADDITIONAL DETAILS
- [Pattern] PROPOSED ELEVATIONS
- [Pattern] EXISTING ELEVATIONS
- [Pattern] EXISTING STRUCTURES SHOWN FOR REFERENCE
- [Pattern] PROPOSED STRUCTURES SHOWN FOR REFERENCE

NOTES:

- ALL WALKWAYS SHALL HAVE A MAXIMUM SLOPE LESS THAN 2% PERPENDICULAR TO THE DIRECTION OF TRAVEL AND LESS THAN 5% IN THE DIRECTION OF TRAVEL. ALL PEDESTRIAN CURB RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1:12 (V:H). ALL LANDINGS AT STAIRS AND RAMPS SHALL HAVE A MAXIMUM SLOPE OF 2% (BOTH DIRECTIONS).
- THE ASPHALT PAVEMENT SURFACE WITHIN HANDICAP PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2% IN ANY DIRECTION.
- REFER TO LANDSCAPE/ HARDSCAPE/ ARCHITECTURAL PLANS FOR FINISHES, MATERIALS, AND RAMP, STAIR, AND HANDRAIL DETAILS.
- REFER TO STRUCTURAL PLANS FOR WALL AND PODIUM SLAB DETAILS.
- ALL MAXIMUM SLOPES ARE ABSOLUTE AND SUPERSEDE CONSTRUCTION TOLERANCES STATED IN THE PROJECT SPECIFICATION. THE CONTRACTOR HAS THE OPTION OF ADJUSTING GRADES TO ALLOW FOR CONSTRUCTION TOLERANCE BUT SHALL NOT EXCEED THE MAXIMUMS SPECIFIED ABOVE BY ANY AMOUNT. PAVEMENT SLOPES WILL BE REVIEWED AFTER CONSTRUCTION AND ANY PAVEMENT FOUND TO EXCEED THE MAXIMUMS SPECIFIED ABOVE WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD REGARDING ANY GRADE REVISIONS PRIOR TO CONSTRUCTION OF THE PAVEMENT AREAS.
- CONTRACTOR TO FIELD LOCATE AND PROVIDE FITTINGS FOR RAIN WATER LEADERS AS NECESSARY.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
- ALL CUT AND FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
- OFFSITE STORM PIPE MATERIAL SHALL BE PER THE RESPECTIVE MUNICIPALITY'S PUBLIC WORKS STANDARDS. STORM PIPE IN EXFILTRATION TRENCH AREAS SHALL BE PERFORATED PIPE.
- IF ANY EXISTING DRAINAGE STRUCTURES TO REMAIN IN SERVICE ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR THOSE STRUCTURES TO PRIOR CONDITION, OR BETTER, TO REPLACE THEM, AS NECESSARY.
- ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ENSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
- ELEVATIONS ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).
- REFER TO C-505 FOR TRENCH RESTORATION DETAIL IN THE PUBLIC R/W. WATER LINE, FIRE LINE, AND SANITARY SEWER TAPPING CONNECTIONS AND ROADWAY RESTORATION IN THE PUBLIC RIGHT OF WAY SHALL HAVE FULL LANE RESTORATION.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS RELATED TO GRADING AND DRAINAGE WITHIN THE PROPOSED ALLEY AND BETWEEN THE EXISTING AND PROPOSED BUILDING.

EXIST. ELEVATIONS SUMMARY

- (BASED ON SURVEY)
- 97TH STREET
- LOWEST CL ELEVATION: ± 3.97
 - HIGHEST CL ELEVATION: ± 4.42
- BAY HARBOR DRIVE
- LOWEST CL ELEVATION: ± 4.12
 - HIGHEST CL ELEVATION: ± 4.62
- 96TH STREET (KANE CONCOURSE)
- LOWEST CL ELEVATION: ± 4.66
 - HIGHEST CL ELEVATION: ± 5.17

FEMA ZONE AE (8)-FEMA FIRMETTE 12086C0144L

***REFER TO ARCHITECTURE PLANS FOR FLOODPROOFING LIMITS AND DETAILS



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KHA PROJECT
043976000

DATE
8/15/2019

SCALE AS SHOWN
No 59357

DESIGNED BY
PK

DRAWN BY
MDM

CHECKED BY
AH

FLORIDA
REGISTERED PROFESSIONAL ENGINEER
No 59357

DATE
5/29/2023

1177 KANE CONCOURSE
PREPARED FOR
1177 BAY HARBOR ISLANDS,
LLC

TOWN OF BAY
HARBOR ISLANDS

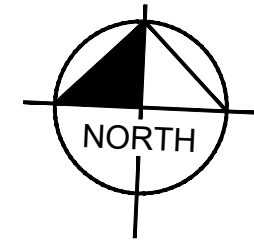
FLORIDA

SHEET NUMBER
C-400

PAVING AND
GRADING PLAN

REVISIONS

No.	DATE	BY

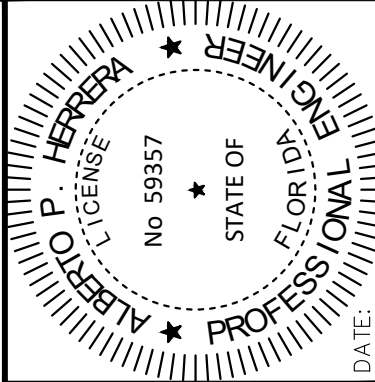


- NOTES:

1. REFER TO LANDSCAPE/ HARDSCAPE/ ARCHITECTURAL PLANS FOR FINISHES AND MATERIALS.
2. REFER TO STRUCTURAL PLANS FOR WALL AND PODIUM SLAB DETAILS.
3. CONTRACTOR TO FIELD LOCATE AND PROVIDE FITTINGS FOR RAIN WATER LEADERS AS NECESSARY.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
5. OFFSITE STORM PIPE MATERIAL SHALL BE PER THE RESPECTIVE MUNICIPALITY'S PUBLIC WORKS STANDARDS. STORM PIPE IN EXFILTRATION TRENCH AREAS SHALL BE PERFORATED PIPE.
6. IF ANY EXISTING DRAINAGE STRUCTURES TO REMAIN IN SERVICE ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR THOSE STRUCTURES TO PRIOR CONDITION, OR BETTER, TO REPLACE THEM, AS NECESSARY.
7. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ENSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
8. ELEVATIONS ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).
9. REFER TO C-505 FOR TRENCH RESTORATION DETAIL IN THE TOWN OF BAY HARBOR ISLANDS' R/W
10. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS RELATED TO ROAD AND DRIVEWAY WITHIN THE PROPOSED ALLEY AND BETWEEN THE EXISTING AND PROPOSED BUILDING
11. REFER TO SHEET C-403 FOR PROP. ONSITE DRAINAGE STRUCTURE TABLE AND DRAINAGE WELD DETAILS.

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043976000	DESIGNED BY	P
DATE	DRAWN BY	MD
8/15/2019	CHECKED BY	A

DRAINAGE PLAN

1177 KANE CONCOURSE
PREPARED FOR
1177 BAY HARBOR ISLANDS,
LLC

SHEET NUMBER
C-401

HARBOR ISLANDS

REVISIONS

No.	REVISIONS	DATE	BY
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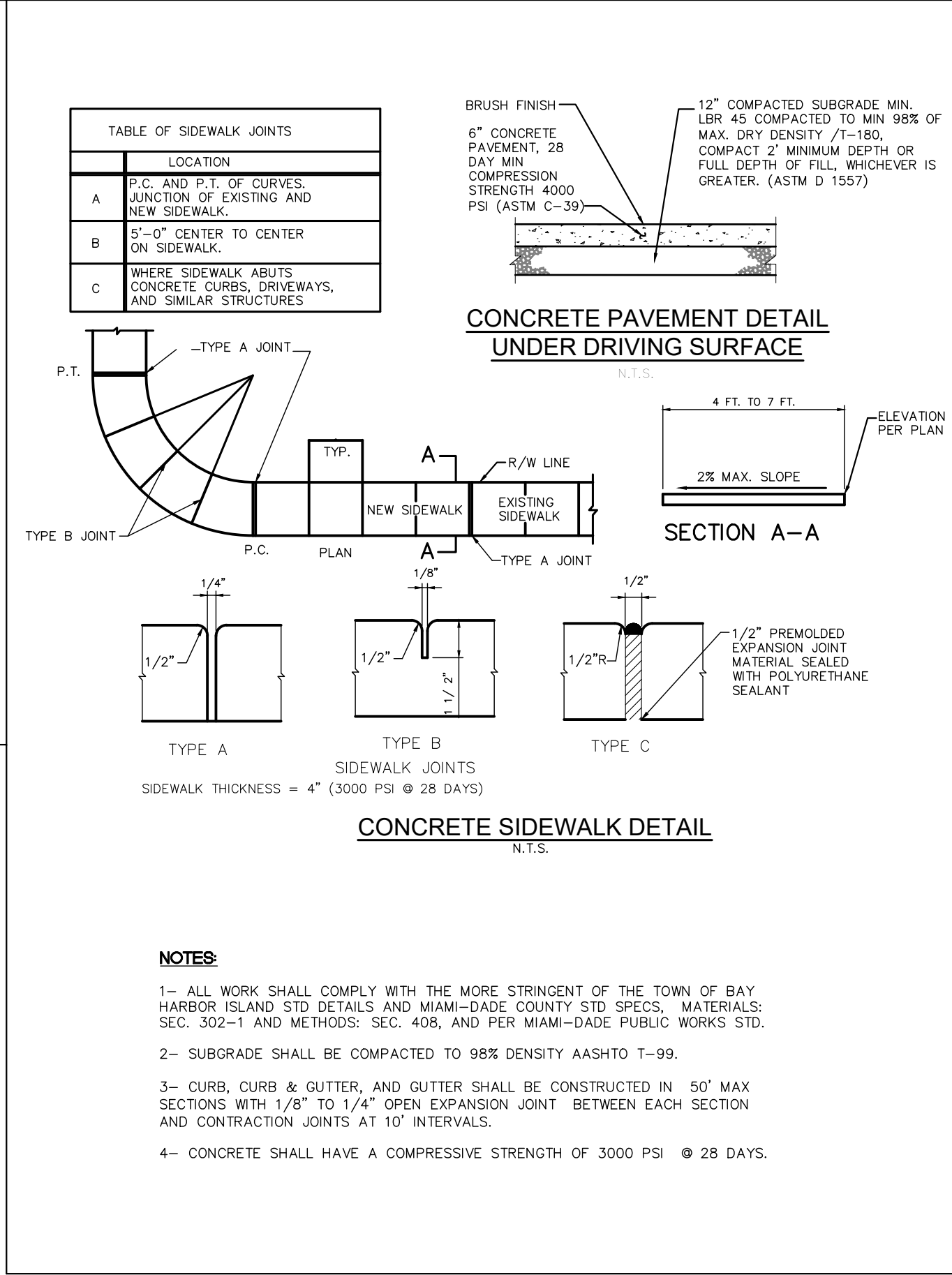
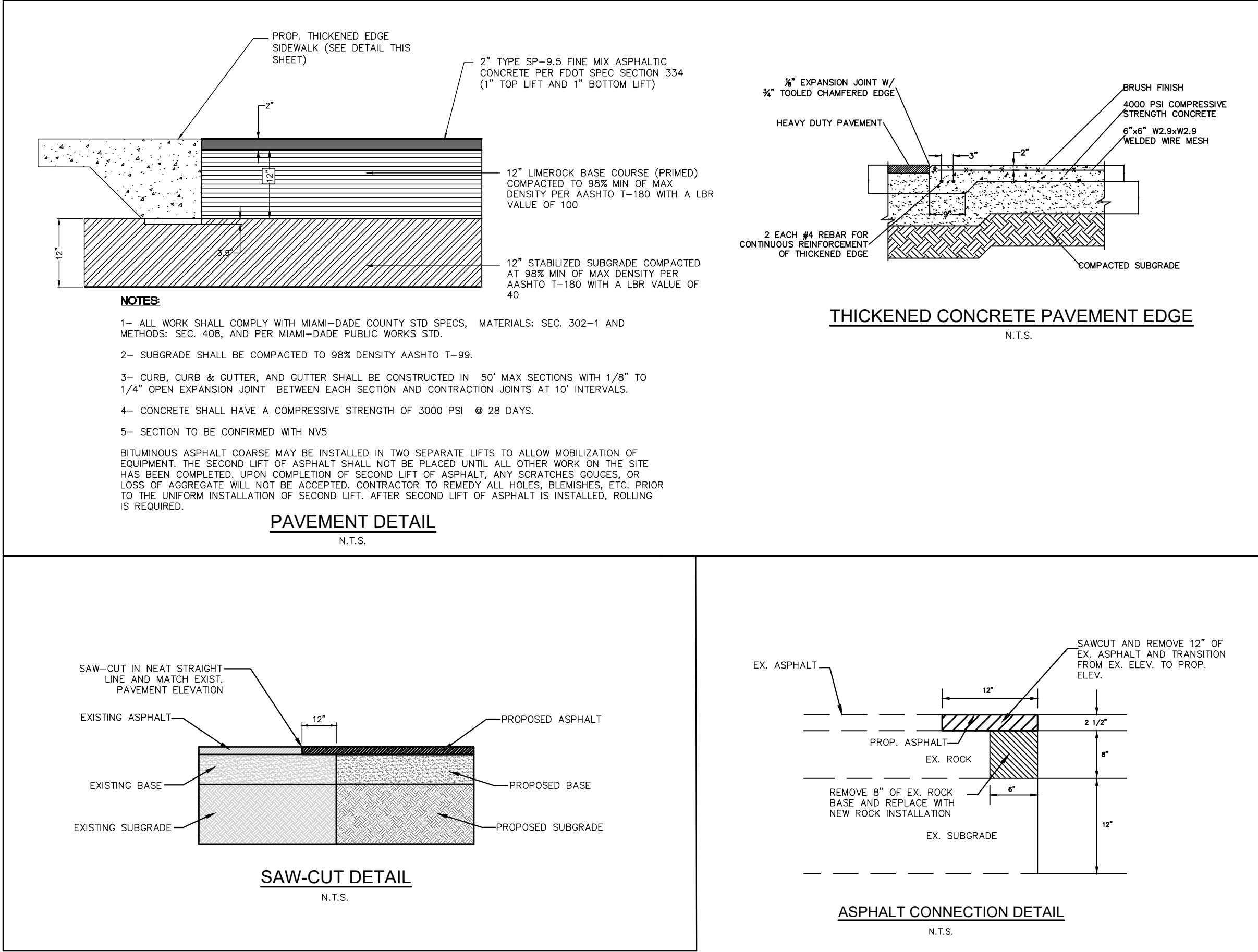
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1177 KANE CONCOURSE
PREPARED FOR
1177 BAY HARBOR ISLANDS,
LLC

TOWN OF BAY
HARBOR ISLANDS

PAVING AND
GRADING DETAILS

FLORIDA

SHEET NUMBER
C-404

DATE
5/29/2023

KHA PROJECT
043976000

DATE
8/15/2019

SCALE AS SHOWN

DESIGNED BY PK

DRAWN BY MDM

CHECKED BY AH

ALBERTA PROFESSIONAL ENGINEER
No. 59357
STATE OF ALBERTA
FLOOR PLAN

DATE: 8/15/2019

Kimley»Horn

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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM CA 00006066

REVISIONS

NO.

DATE

BY

GENERAL NOTES & SPECIFICATION FOR SEWER MAIN INSTALLATIONS
(NOT A PART OF M-DWASD NOTES NOR APPROVAL)

1. THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO PERFORM THE WORK AND MAINTAIN SAFETY TO THE PUBLIC AND WORKERS, AND THE PROTECTION OF PROPERTY THROUGHOUT CONSTRUCTION. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA STANDARDS, AS APPLICABLE. CONTRACTOR MUST COMPLY WITH TRENCH SAFETY ACT.
2. ALL UTILITY CROSSING LINES IDENTIFIED ON PLANS AND PROFILES ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY UTILITY INFORMATION WITH APPROPRIATE UTILITIES AND SUNSHINE STATE ONE CALL CENTER OF FLORIDA 811. CONTRACTOR TO INCLUDE ON AS-BUILTS ACCURATE ELEVATION AND LOCATION OF ALL UTILITY CONFLICTS.
3. ALL UTILITIES DAMAGED BY CONSTRUCTION MUST BE PROMPTLY REPAIRED TO THE CONDITION EXISTING PRIOR TO THE DAMAGING OF THE UTILITY. REPAIRS ARE INCIDENTAL TO THE INSTALLATION OF THE MAIN AND EXTENSIONS AND SHALL BE REPAIRED AT NO COST TO THE OWNER.
4. ALL EXISTING MANHOLES, ELECTRIC BOXES, METER BOXES, AND VALVE BOXES SHALL BE ADJUSTED TO THE PROPOSED GRADE.
5. PROPERTY DAMAGE RESULTING FROM WORK REQUIRED BY THIS CONTRACT SHALL BE CLEANED UP, REPAIRED OR REPLACED AT NO COST TO OWNER.
6. CONTRACTOR SHALL PROVIDE ALL MAINS, ALL FITTINGS, ATTACHMENTS, AND EQUIPMENT REQUIRED TO PERFORM TESTING PER M-DWASD STANDARDS. PIPE AND FITTINGS SHALL BE RESTRAINED IN ACCORDANCE WITH M-DWASD STANDARD DETAIL GS 2.0 (1 THRU 5 OF 5)
7. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF ALL INSPECTIONS.
8. ALL TRENCHES TO BE OVER-EXCAVATED A MINIMUM OF 6" TO PROVIDE FOR INSTALLATION OF ROCK BEDDING IN ACCORDANCE WITH M-DWASD STANDARDS.
9. SURFACE RESTORATION, PAVEMENT REPLACEMENT, SIDEWALK REPLACEMENT, TRENCH BACKFILLING AND COMPACTION SHALL COMPLY WITH M-DWASD STANDARD DETAILS GST-9, SST-8.0, A1.0, A1.1 AND A4.0, M-DCPDW STANDARD DETAIL R21.1 AND THE APPLICABLE CURRENT CITY OF MIAMI PUBLIC WORKS, M-DCPDW AND FDOT STANDARDS.
10. CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SEWER LATERALS PRIOR TO THE CONSTRUCTION OF THE SANITARY SEWER CONNECTIONS. CONTRACTOR SHALL ADJUST THE ALIGNMENT OF THE SEWER CONNECTION AND PROVIDE THE REQUIRED FITTINGS AND CLEANOUTS AS NEEDED. ALL MODIFICATIONS TO ALIGNMENT SHALL BE CLEARLY RECORDED IN THE AS-BUILT DOCUMENTS.
11. THE APPROXIMATE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS WERE PROVIDED BY THE RESPECTIVE UTILITY COMPANIES. THE EXACT HORIZONTAL AND VERTICAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IF "OTHER" UTILITIES (NOT SHOWN IN THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS THAT WERE NOT ANTICIPATED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
12. THE PERMITTEE WILL ENSURE THAT NO UNSAFE AREA(S) FOR PEDESTRIAN WILL REMAIN DURING ANY TIME OF CONSTRUCTION. PEDESTRIAN CONTROL FOR CLOSURE OF ROADS AND SIDEWALKS SHALL BE IN ACCORDANCE WITH THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX SERIES 600.
13. ACCESS TO REMAIN OPEN AT ALL TIMES. THE PERMITTEE SHALL PROVIDE AND MAINTAIN SAFE TEMPORARY ACCESS TO ALL ADJACENT PROPERTY AT ALL TIMES AND SHALL MAINTAIN ACCOMMODATIONS FOR INTERSECTING AND CROSSING TRAFFIC WITHIN THE CONSTRUCTION ZONE. NO ROAD OR STREET CROSSING SHALL BE BLOCKED OR UNDULY RESTRICTED AS DETERMINED BY THE ENGINEER.

REQUIREMENTS PER DEPARTMENT OF HEALTH
(NOT A PART OF M-DWASD NOTES NOR APPROVAL)

WATER MAIN HORIZONTAL SEPARATIONS

1. SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE.
2. BETWEEN WATER MAINS AND, STORM SEWERS, STORMWATER FORCE MAINS, OR RECLAIMED WATER LINES, SHALL BE 3 FT. MINIMUM.
3. BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT. AND AT LEAST 3 FT. MINIMUM.
4. GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER PREFERABLY 10 FT. AND AT LEAST 6 FT. MAY BE REDUCED TO 3 FT. WHERE BOTTOM OF WATER MAIN IS AT LEAST 6 INCHES ABOVE TOP OF SEWER.
5. 10 FT. OF ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

WATER MAIN VERTICAL SEPARATIONS

6. SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWERS, TO BE PREFERABLY 12 INCHES, OR AT LEAST 6 INCHES ABOVE, OR AT LEAST 12 INCHES IF BELOW.
7. PRESSURE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR RECLAIMED WATER, AT LEAST 12 INCHES ABOVE OR BELOW.

- * NOTE: CENTER 1" FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS, ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS. AT LEAST 6 FEET FROM JOINTS IN GRAVITY OF PRESSURE SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER.
- * NOTE: ALL WATER MAIN TEES, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT SHALL BE PROVIDED WITH THRUST BLOCKS OR RESTRAINED JOINTS TO PREVENT MOVEMENT AS PER FAC 62-555.320(21)(B) AND RSWW 8.5.4

TRENCH PROTECTION

TRENCH EXCAVATION PROTECTION SHALL BE ACCOMPLISHED AS REQUIRED BY THE PROVISIONS OF, PART 1928, SUBPART P, EXCAVATIONS, TRENCHING AND SHORING OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS STANDARDS AND INTERPRETATIONS.



RER-DERM WATER-SEWER GENERAL NOTES

1. A horizontal distance of at least 6 feet, and preferably 10 feet (outside to outside), shall be maintained between gravity or pressure sewer pipes and water pipes. The minimum horizontal separation can be reduced to 3 feet for vacuum-type sewers or for gravity sewers where the top of the sewer pipe is at least 6 inches below the bottom of the water pipe. When the above specified horizontal distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
 - a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
 - b) The sewer is encased in a watertight carrier pipe or concrete.
 - c) The top of the sewer is at least 18 inches below the bottom of the water pipe.
2. A vertical distance of at least 12 inches (outside to outside) shall be maintained between any water and sewer mains with sewer pipes preferably crossing under water mains. The minimum vertical separation can be reduced to 6 inches for vacuum-type sewers or for gravity sewers where the sewer pipe is below the water main. The crossing shall be arranged so that all water main joints are at least 6 feet from all joints in gravity and pressure sewer pipes. This distance can be reduced to 3 feet for vacuum-type sewers. When the above specified vertical distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
 - a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
 - b) The sewer is encased in a watertight carrier pipe or concrete.
3. Air release valves shall be provided at high points of new force main sanitary sewers.
4. Gravity sanitary sewers constructed within a public wellfield protection area shall be C-900 PVC or Ductile Iron Pipe. The maximum allowable exfiltration rate of gravity sanitary sewers constructed in a public wellfield protection area shall be:
 - a) Residential Land Uses. Fifty (50) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
 - b) Non-Residential Land Uses. Twenty (20) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
 - c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
5. The maximum allowable exfiltration rate of gravity sanitary sewers constructed outside a public wellfield protection area shall be one hundred (100) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe. Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
6. Forcemain sanitary sewers constructed within a public wellfield protection area shall be ductile iron, C-900 PVC, HDPE or reinforced concrete pressure sewer pipes.
7. The maximum allowable exfiltration/leakage rate of forcemain sanitary sewers shall be:
 - a) Ductile Iron, C-900 PVC, HDPE and PVC Pipe. The allowable leakage rate specified in American Water Works Association Standard (AWWAS) C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
 - b) Reinforced Concrete Pressure Pipe. Half (1/2) the allowable leakage rate specified in AWWA C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
 - c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
8. The contractor shall verify nature, depth, and character of existing underground utilities prior to start of construction.
9. In no case shall a contractor install utility pipes, conduits, cables, etc. in the same trench above an existing water or sewer pipe except where they cross.
10. If any area of the work site is found to contain buried solid waste and/or ground or ground water contamination, the following shall apply:
 - a) All work in the area shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification must be provided to the appropriate agencies.
 - b) Immediately notify the Environmental Monitoring and Restoration Division (EMRD). The EMRD can be contacted at (305) 372-6700.
 - c) If contaminated soils and/or buried solid waste material is excavated during construction, then they require proper handling and disposal in accordance with the local, state and federal regulations. Be advised that the landfill owner/operator is the final authority on disposal and may have requirements beyond those provided by herein. If disposal within a Miami-Dade County owned landfill (Class I landfill) is appropriate and selected, please contact the Miami-Dade County Department of Solid Waste Management at (305) 594-6666 for information.
 - d) The reuse of contaminated soils that are not returned to the original excavation requires prior approval of a Soil Management Plan from the Environmental Monitoring and Restoration Division. The EMRD can be contacted at (305) 372-6700.
11. Pumps must comply with the National Electrical Code (NEC) requirements for Class I, Group D, Division 1 locations (Explosion Proof).
12. The contractor is advised that a Tree Removal/Relocation Permit may be required prior to the removal and/or relocation of tree resources. Prior to removing or relocating any trees, the Contractor shall notify the Tree and Forest Resources Section of DERM at (305) 372-6574 or via e-mail at: tftr@miamidade.gov, or contact the municipality with tree ordinance jurisdiction to obtain any required permits. Those trees not interfering with the construction shall be protected in place in accordance with the provisions of Section 24-49.5 of the Miami-Dade Code.
13. Please note that the demolition, removal, and/or disturbance of existing underground utilities that contain asbestos- cement pipes (ACP) are subject to the provisions of 40 CFR-61 Subpart M. Therefore, pursuant to the provisions of 40 CFR-61-145, a NOTICE OF DEMOLITION OR ASBESTOS RENOVATION form must be filed with the Air Quality Management Division (AQMD) of DERM, at least ten (10) working days prior to starting of any work. Note that the backfilling and burial of crushed ACP would cause these locations to be considered active disposal sites and subject to 40 CFR-61.154, and 40 CFR-61.151 a year after project completion. Existing standard operating procedures, as well as applicable federal, state and local regulatory criteria, must be followed and implemented to minimize any potential release of fugitive emissions, especially during project construction activities. The AQMD can be contacted via email at asbestos@miamidade.gov or 305-372-6925.

Rev: 4/30/2018

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1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.
2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'-0" MIN.
3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.
4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.
5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT, PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.
7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.
8. CONTRACTOR MUST CALL MWDASD INSPECTION DIVISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.
9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.
10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT:
 - a. EASEMENTS, IF REQUIRED.
 - b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN
 - c. ABSOLUTE BILL OF SALE
 - d. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT)
 - e. DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
6. "RECORD DRAWING" PRINTS (24"x 36") SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF ALL WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED SURVEYOR & MAPPER, ALONG WITH PRINTS OF "RECORD DRAWINGS" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR & MAPPER. (No. OF PRINTS: 3-FOR WATER, 4-FOR GRAVITY SEWER AND 5-FOR FORCE MAIN OR PUMP STATION PROJECTS). Submittal of final CAD files required.
1. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS
9. BILL OF SALE SKECH (8 1/2" x 11") FOR WATER AND SEWER, SEPARATELY
11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.
12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MWDASD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.
13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.



WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
03/01/2010	V.F.C.
07/20/2016	D.V.

STANDARD DETAIL
WATER AND SEWER CONSTRUCTION

CROSS REF.	SPEC. REF.
GS	0.5
	SHEET 1 OF 2

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
 - a. RECORD DRAWING PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER (QTY. OF PRINTS AS REQUIRED BY THE DEPARTMENT).
2. "RECORD DRAWING" FORMAT:
 - a. 24"x 36" PRINTS
 - b. PDF FILE
 - c. CAD FILE (DWG OR DXF) ROTATED AND TRANSLATED TO STATE PLANE COORDINATES NAD 83 FLORIDA EAST ZONE
 - d. THE WORDS "RECORD DRAWING" IN LARGE LETTERS
 - e. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION
 - f. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*
 - g. STREET NOMENCLATURE
 - h. SEPARATE RECORD DRAWINGS FOR WATER AND SEWER
 - i. SEPARATE WATER AND SEWER PROFILE
 - j. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E. $\frac{1}{2}$, 3, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN
 - k. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT
 - l. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC.)
 - m. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY RECORD DRAWING INFORMATION REFLECTED IN DRAWINGS
3. WATER "RECORD DRAWINGS" MUST INCLUDE:
 - a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS, VALVES, FITTINGS, IF ANY, ALL IN STATE PLANE COORDINATES. UTILITY CROSSINGS SHALL BE CLEARLY IDENTIFIED AND LOCATED.
 - b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
4. SEWER "RECORD DRAWINGS" MUST INCLUDE:
 - a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, SLOPE OF GRAVITY SEWER, LOCATION OF LATERALS WITH REFERENCE TO MANHOLE AND CLEANOUTS.
 - b. THE NORTHERLY AND EASTERLY COORDINATES ON ALL FIELD OBTAINED MEASUREMENTS AND PROVIDED ON ALL RECORD DRAWING SUBMITTALS
 - c. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH, ETC.), AND STATION STARTING AT 0+00 AT DOWNSTREAM MANHOLE.
5. FORCE MAIN "RECORD DRAWING" SAME AS WATER MAIN.
6. EACH RECORD DRAWING SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPARTMENT PRIOR TO PREPARATION OF DRAWINGS.



WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
03/11/2009	V.F.C.
07/20/2016	D.V.

STANDARD DETAIL
"RECORD DRAWING" REQUIREMENTS

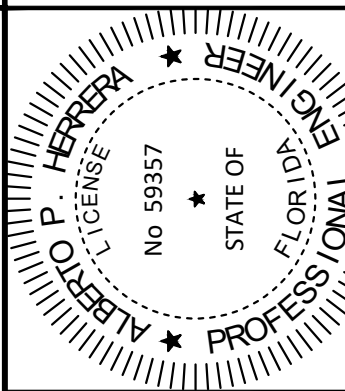
CROSS REF.	SPEC. REF.
GS	0.5
	SHEET 2 OF 2

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
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 - e. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION
 - f. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*
 - g. STREET NOMENCLATURE
 - h. SEPARATE RECORD DRAWINGS FOR WATER AND SEWER
 - i. SEPARATE WATER AND SEWER PROFILE
 - j. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E. $\frac{1}{2}$, 3, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN
 - k. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT
 - l. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC.)
 - m. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY RECORD DRAWING INFORMATION REFLECTED IN DRAWINGS
3. WATER "RECORD DRAWINGS" MUST INCLUDE:
 - a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS, VALVES, FITTINGS, IF ANY, ALL IN STATE PLANE COORDINATES. UTILITY CROSSINGS SHALL BE CLEARLY IDENTIFIED AND LOCATED.
 - b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
4. SEWER "RECORD DRAWINGS" MUST INCLUDE:
 - a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, SLOPE OF GRAVITY SEWER, LOCATION OF LATERALS WITH REFERENCE TO MANHOLE AND CLEANOUTS.
 - b. THE NORTHERLY AND EASTERLY COORDINATES ON ALL FIELD OBTAINED MEASUREMENTS AND PROVIDED ON ALL RECORD DRAWING SUBMITTALS
 - c. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH, ETC.), AND STATION STARTING AT 0+00 AT DOWNSTREAM MANHOLE.
5. FORCE MAIN "RECORD DRAWING" SAME AS WATER MAIN.
6. EACH RECORD DRAWING SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPARTMENT PRIOR TO PREPARATION OF DRAWINGS.

Kimley»Horn

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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM CA 00000606



SCALE	AS SHOWN
DESIGNED BY	PK
DRAWN BY	MDM
CHECKED BY	AH

WATER AND SEWER
NOTES

1177 KANE CONCOURSE
PREPARED FOR
1177 BAY HARBOR ISLANDS, LLC
TOWN OF BAY HARBOR ISLANDS
FLORIDA

SHEET NUMBER
C-500



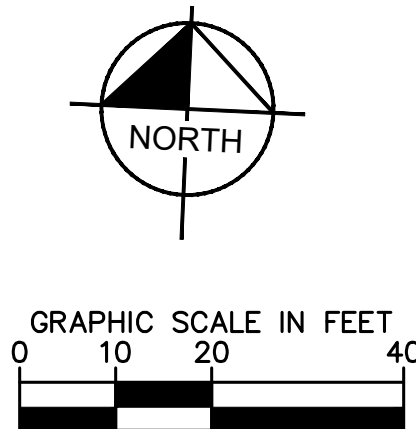
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

FOR ALL PROJECTS WHERE REMOVAL OF UTILITY LINE IS PROPOSED:

1. ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE DEPARTMENT AND ALL RELATED SERVICES FROM THE EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES, BY M-DWASD FORCES AT OWNER'S EXPENSE AS APPLICABLE.

2. ALL WATER AND/OR SEWER FACILITIES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AFT ALL INSTALLED SERVICES FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE NEW MAINS. ANY ASSOCIATED EXCLUSIVE EASEMENTS SHALL BE CLOSED AND RELEASED AFTER THE REMOVAL OF THE EXISTING WATER AND/OR SEWER FACILITIES.



	RIGHT-OF-WAY OR PROPERTY LINE
	CENTERLINE OF ROADWAY
	PROP. BUILDING OUTLINE
	PROP. REDUCED PRESSURE BACKFLOW PREVENTER (R.P.Z.B.F.P.)
	PROP. DOUBLE DETECTOR CHECK VALVE ASSEMBLY (D.D.C.V.)
	PROP. PRESSURE VACUUM BREAKER
	PROP. SANITARY SEWER LATERAL CONNECTION

FOR CONTINUATION
SEE SHEET C-502

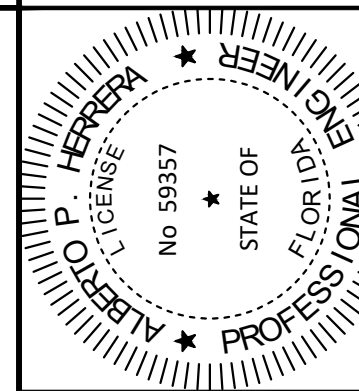
EXISTING SEWER SERVICES CONNECTED TO THE EXISTING SEWER MAIN (BETWEEN PROPOSED MH-2 AND MH-3) TO BE RECONNECTED TO THE PROPOSED 18" SEWER MAIN AFTER THE 18" SEWER MAIN HAS BEEN INSTALLED, CERTIFIED, AND PLACED INTO SERVICE.

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

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WATER AND SEWER PLAN

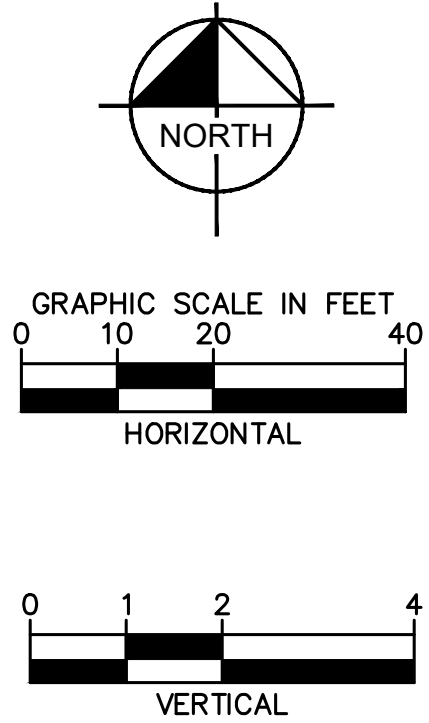
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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM CA 000000696



KHA PROJECT	DATE	SCALE	AS SHOWN	DESIGNED BY	PH
043976000	8/15/2019			DRAWN BY	MDM

DATE: 3/29/2023

No.	REVISIONS	DATE	BY
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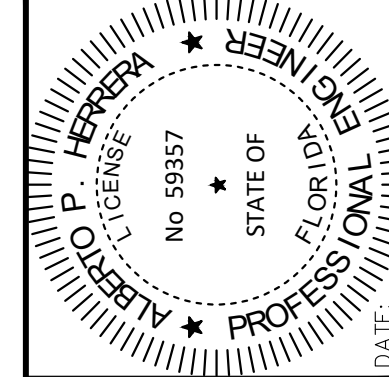
**Sunshine811**

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TOWN OF BAY
HARBOR ISLANDS

FLORIDA

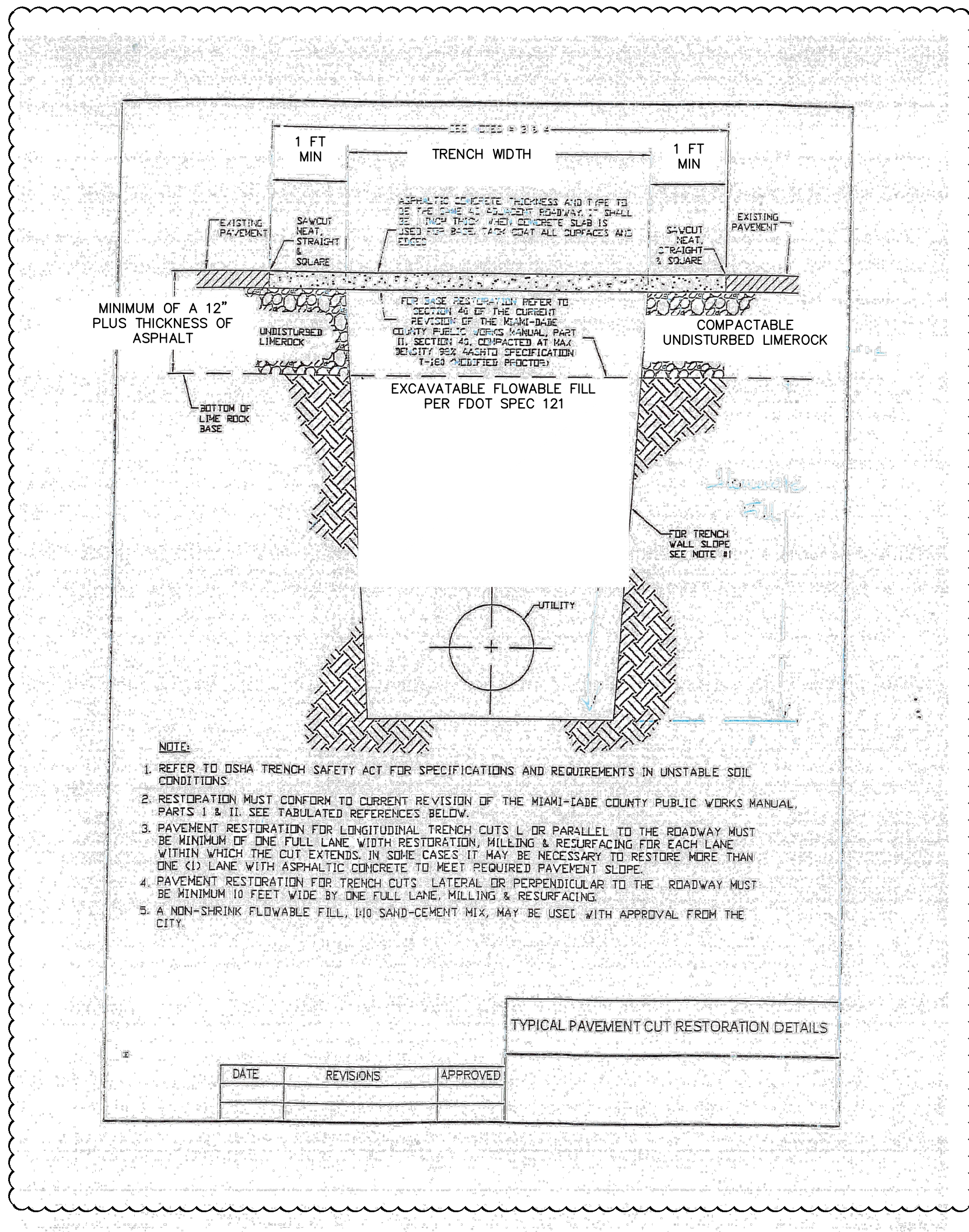
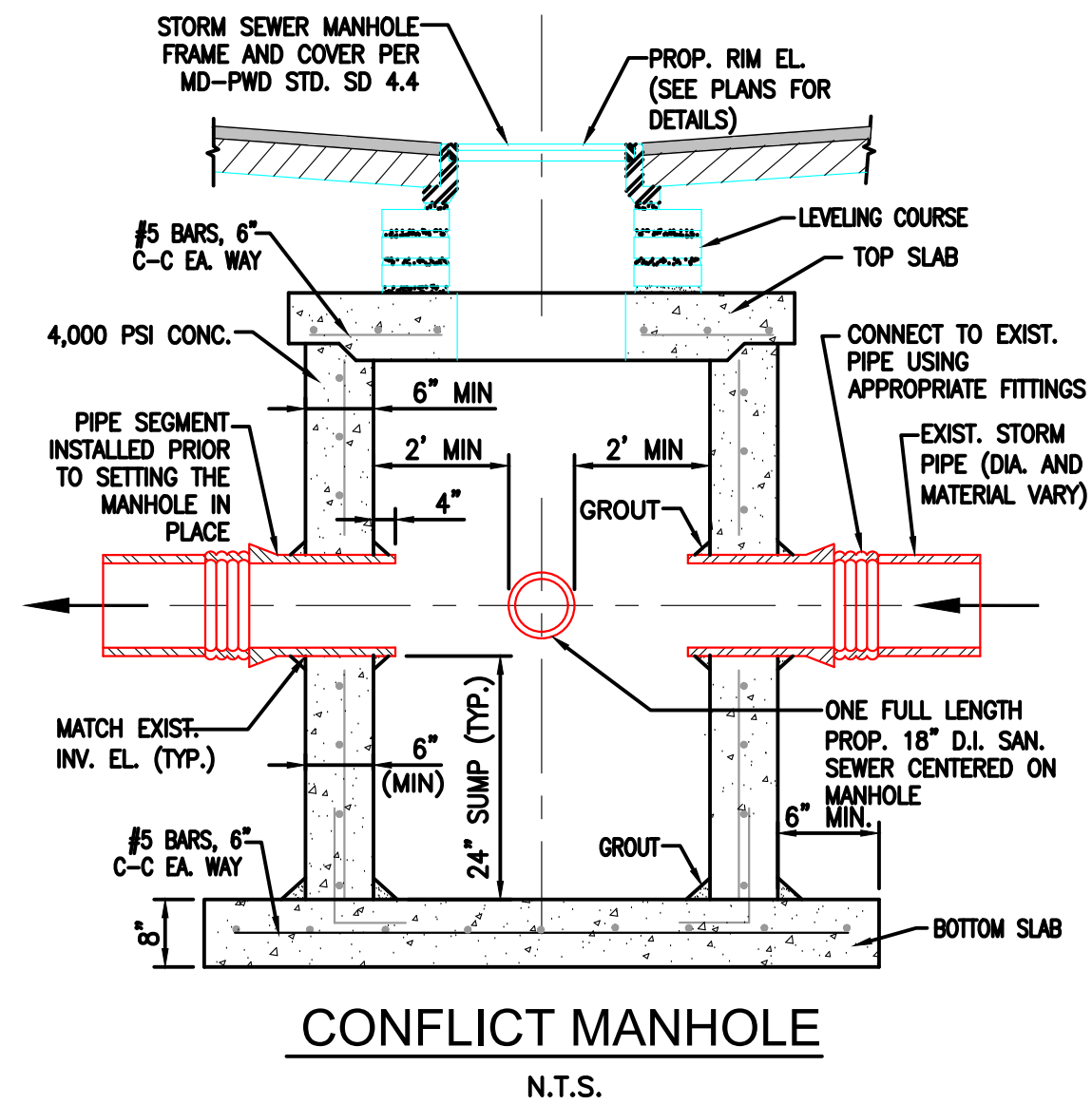
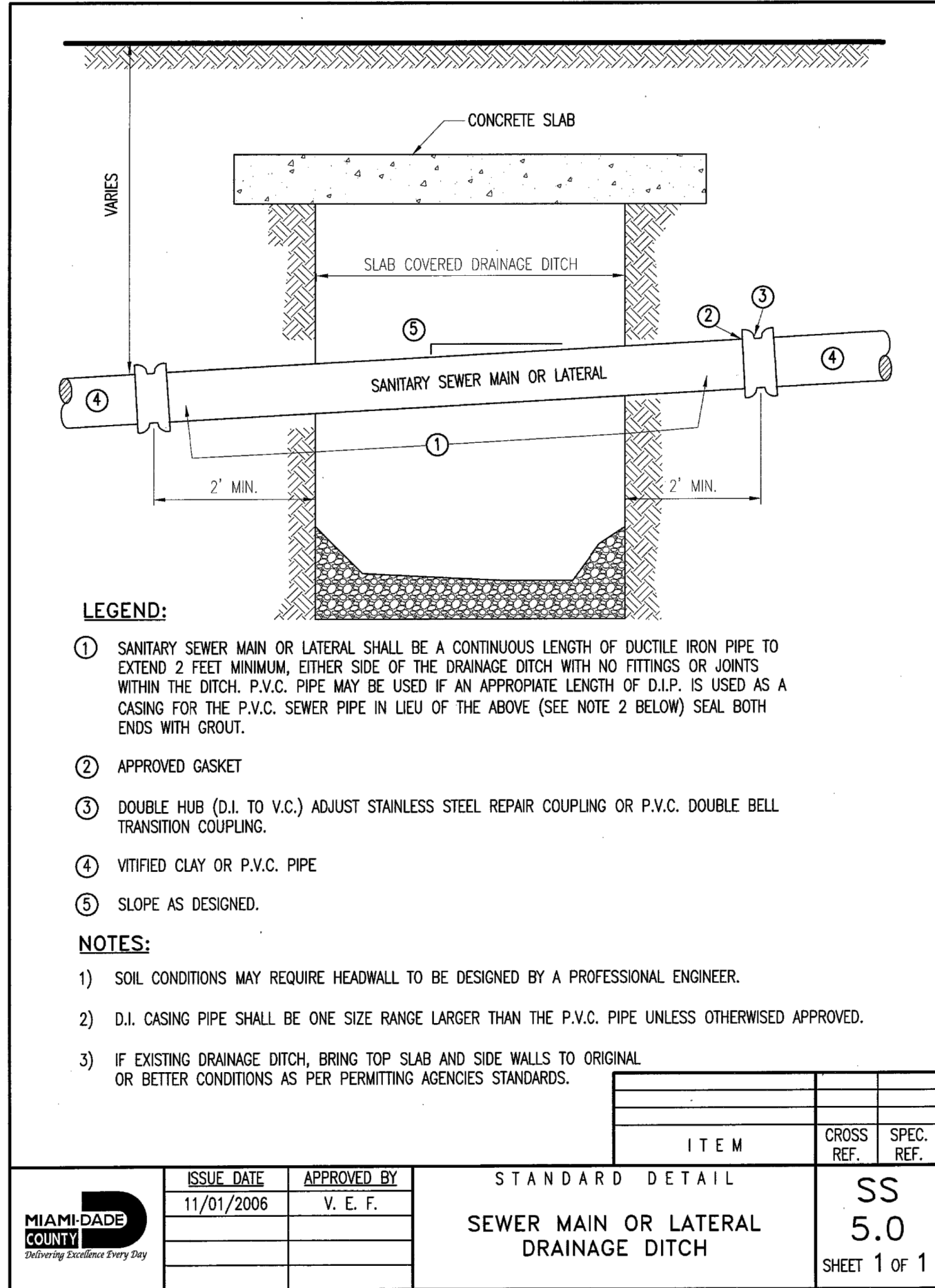
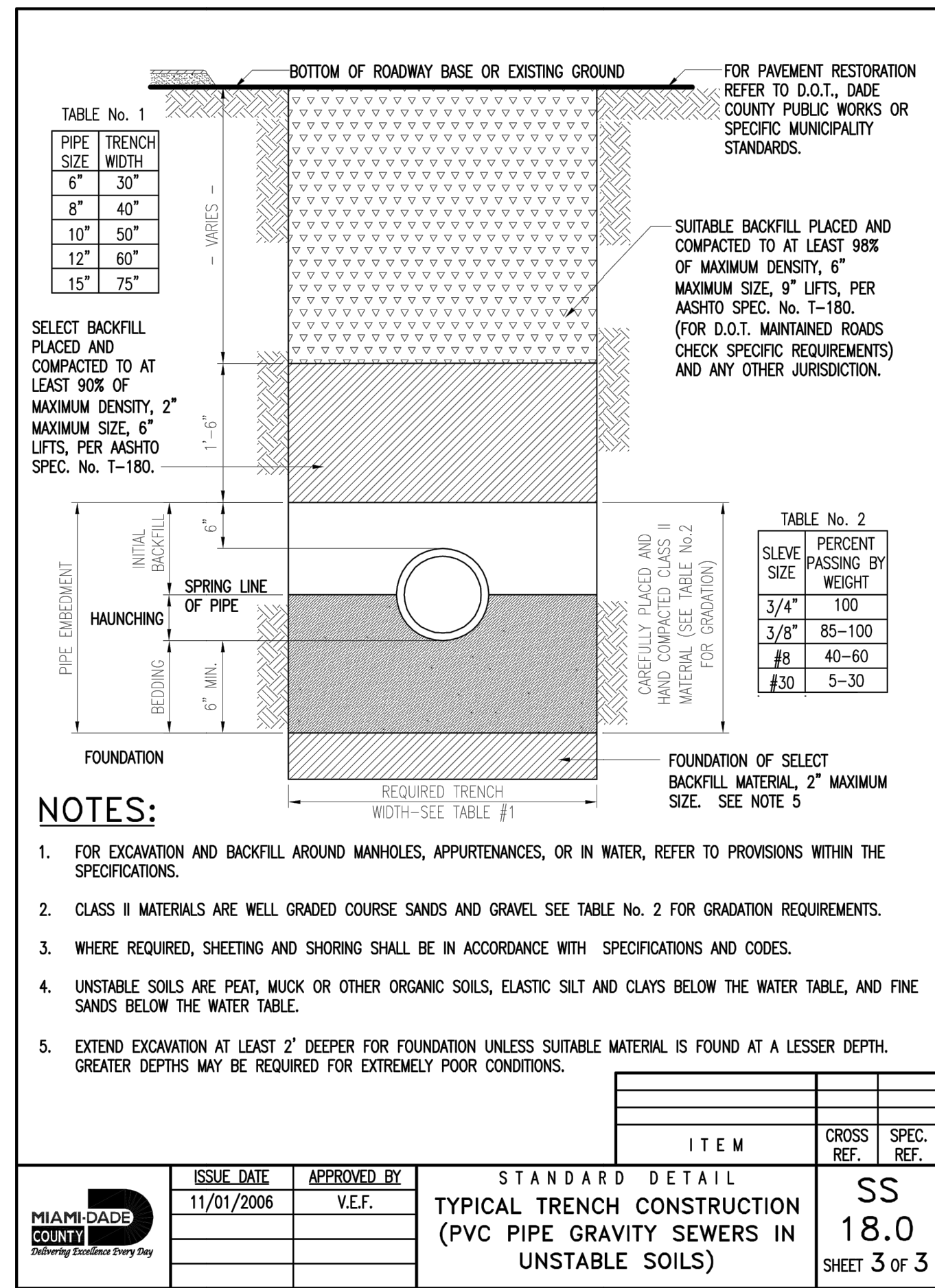
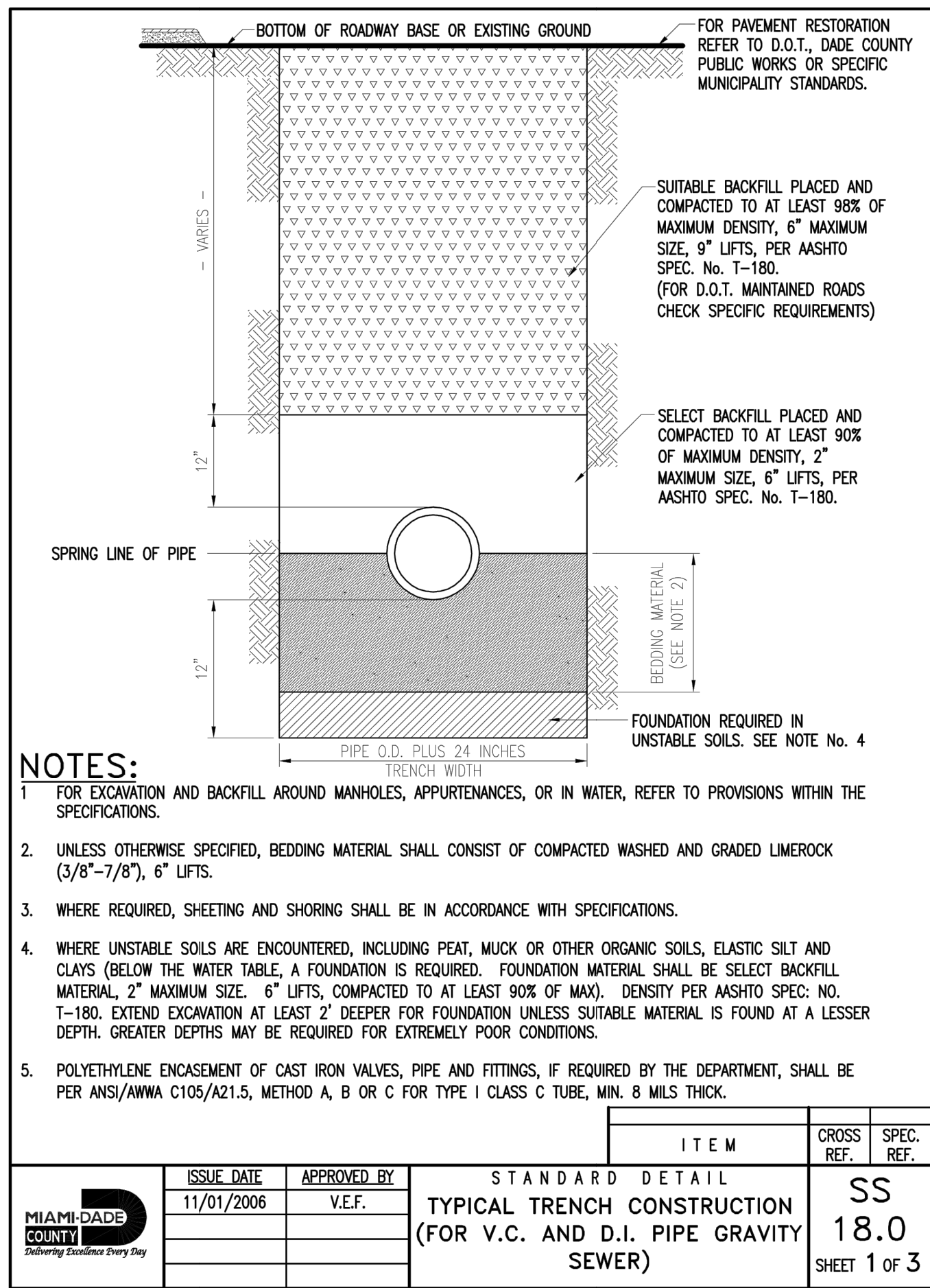
DATE: 5/20/2007



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No.	REVISIONS	DATE	BY
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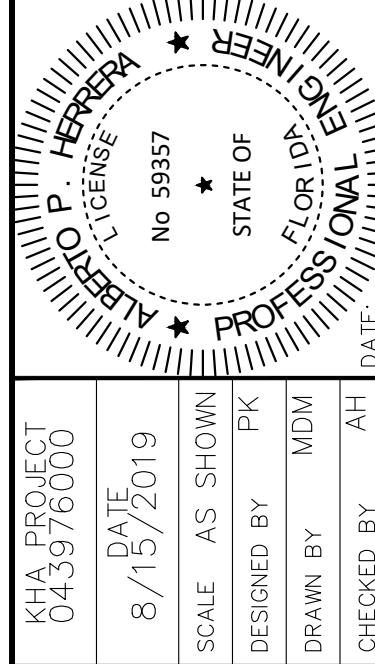
No.	REVISIONS	DATE	BY
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NOTE:
AGENCY DETAILS ARE PROVIDED FOR REFERENCE ONLY.
CONTRACTOR TO REFER TO LATEST VERSION OF MDWASD
STANDARD DETAILS PRIOR TO INSTALLATION.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED
BY ALBERTO P. HERRERA, P.E., ON THE DATE
ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC



1177 KANE CONCOURSE
PREPARED FOR
BAY HARBOR ISLANDS, LLC

1177 KANE CONCOURSE
PREPARED FOR
1177 BAY HARBOR ISLANDS, LLC
TOWN OF BAY
HARBOR ISLANDS
FLORIDA

SHEET NUMBER
C-505

Kimley»»Horn

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355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134
PHONE: 305-673-2025
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[illegible]

DATE: 3/29/2023

Sunshine811

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Check positive response codes before you dig!

KANE CONCOURSE

1177 KANE CONCOURSE

PROJECT NUMBER:

043976000

PREPARED BY:

KIMLEY-HORN AND ASSOCIATES, INC

06/21/2021



THIS ITEM HAS BEEN DIGITALLY SIGNED AND
SEALED BY ALBERTO P. HERRERA, P.E. ON THE
DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC
COPIES.

Alberto P Herrera

Digitally signed by Alberto P Herrera
DN: cn=Alberto P Herrera,
ou=KIMLEY-HORN AND ASSOCIATES INC.,
c=US,
Date: 2021.06.21 16:36:06-0400

Alberto Herrera

June 17, 2021

Registered Engineer No.59357

State of Florida

1177 KANE CONCOURSE

DRAINAGE CALCULATIONS: (MASS DIAGRAM – M-DC DRER CRITERIA)

1. Site Data:

Control Water Table Elevation =	2.00 NGVD	
Miami-Dade Flood Criteria Elevation =	5.00 NGVD	(County Flood Criteria Map)
F.I.R.M. Base Flood Elevation =	8.00 NGVD	(Zone AE , see Map No. 12086C0144L)
Highest Adjacent Road Crown Elevation =	- NGVD	
Proposed Finish Floor Elevation =	5.00 NGVD	5 NGVD + 8 NGVD (NON-RESIDENTIAL SPACES)
Proposed lowest drainage elevation =	8.00 NGVD	GOOSENECKS TO 8 NGVD+ FLOODPROOFING TO HIGHER ELEV

2. Drainage Areas (see Appendix B):

Basin area in acres = A
 Impervious basin area in acres = A_{IMP}
 Pervious basin area in acres = A_{PER}
 Runoff Coefficient Impervious (C_{IMP}) = 0.90
 Runoff Coefficient Pervious (C_{PER}) = 0.30
 Weighted coefficient of runoff $C = [(A_{IMP} \times C_{IMP}) + (A_{PER} \times C_{PER})] / A$
 Total Contributing Area = $C \times A$

	Basin	A_{IMP} (acres)	A_{PER} (acres)	A (acres)	C	CA (acres)	Comments
Areas	Building Footprint	1.270	0.000	1.270	0.90	1.14	To proposed drainage wells
	Uncovered Conc	0.690	0.000	0.690	0.90	0.62	To proposed drainage wells
	Landscape	0.000	0.000	0.000	0.30	0.00	To proposed drainage wells
	1/2 of Largest Vert. Bldg Face	0.270	0.000	0.270	0.90	0.24	Height: 275 FT Length: 88 FT
Totals		2.230	0.000	2.230	0.90	2.01	

Total Property Area = 2.23 Acres
 *Total Contributing Area = 2.01 Acres

1177 KANE CONCOURSE

3. Contributing Areas for Retention:

Basin	A _{imp} (acres)	A _{perv} (acres)	A (acres)	C	CA (acres)	% of Total Runoff Retained Within Basin
Building Footprint	1.270	0.000	1.270	0.90	1.14	56.95%
Uncovered Conc	0.690	0.000	0.690	0.90	0.62	30.94%
Landscape	0.000	0.000	0.000	0.30	0.00	0.00%
1/2 of Largest Vert. Bldg Face	0.270	0.000	0.270	0.90	0.24	12.11%
Totals	2.230	0.000	2.230	0.90	2.01	100.00%

Total Basin Areas for Retention = 2.23 Acres
 Total Contributing Area for Retention = 2.01 Acres

4. Time required to generate one inch of runoff (per DERM Water Control Section D-4)

$$\text{Rainfall Intensity (I)} = 308.5 / [(48.6 \times F^{-0.11}) + t (0.5895 + F^{-2/3})]$$

$$\text{Frequency (F)} = 25 \text{ years - Frequency Curve}$$

$$Q = CIA, V = Qt; V_{(1 \text{ in.})} = Qt_{(1 \text{ in.})}, t_{(1 \text{ in.})} = \text{Time to generate 1 inch of runoff}$$

$$V_{(1 \text{ in.})} = CIA t_{(1 \text{ in.})}$$

$$1" \times A = CIA t_{(1 \text{ in.})} \quad ; \text{ Solving for } t_{(1 \text{ in.})}, t_{(1 \text{ in.})} = 1" / (IC)$$

$$\text{Time to Generate one inch of run-off } t(\text{in}) = 8.78 \text{ Min.}$$

$$\text{Time to reach the inlet (tc.)} = 10.00 \text{ Min.}$$

$$\text{Total time required to collect 1 inch of runoff} = 18.78 \text{ Min.}$$

$$\text{Inflow at time required to collect 1 inch of runoff} = 13.08 \text{ CFS (per table below)}$$

1177 KANE CONCOURSE

5. Storm Runoff Calculations:

TIME (MIN.)	CA	RAINFALL INTENSITY (IN/HR)	INFLOW RATE (CFS)	INFLOW VOLUME (CF)
0	2.007	0.00	0.00	0.00
1	2.007	8.86	17.78	1,067.10
2	2.007	8.69	17.43	2,091.82
3	2.007	8.52	17.09	3,076.64
4	2.007	8.35	16.77	4,023.85
5	2.007	8.20	16.45	4,935.56
6	2.007	8.05	16.15	5,813.74
7	2.007	7.90	15.86	6,660.19
8	2.007	7.76	15.58	7,476.60
9	2.007	7.63	15.30	8,264.55
10	2.007	7.50	15.04	9,025.51
11	2.007	7.37	14.79	9,760.82
12	2.007	7.25	14.54	10,471.78
13	2.007	7.13	14.31	11,159.56
14	2.007	7.01	14.08	11,825.29
15	2.007	6.90	13.86	12,470.01
16	2.007	6.80	13.64	13,094.69
17	2.007	6.69	13.43	13,700.26
18	2.007	6.59	13.23	14,287.58
18.78	2.007	6.51	13.08	14,733.55
19	2.007	6.49	13.03	14,857.46
20	2.007	6.40	12.84	15,410.68
21	2.007	6.31	12.66	15,947.94
22	2.007	6.22	12.48	16,469.93
23	2.007	6.13	12.30	16,977.29
23	2.007	6.13	12.30	16,977.29

Peak Runoff Rate for Design

1177 KANE CONCOURSE

6. Drainage Well Design:

Design well specific capacity: 450 GPM/ft-head based on: Well Completion Reports on following page
 Cased depth of well: 100 feet

Well I.D. No.	Rim / Grate Elev. (NGVD)	Lowest Inlet/Vent Elev. (NGVD)	Design Ground Water Elev. (NGVD)	*Headloss due to Salinity (ft-head)	Head Acting on Well (ft-head)	Well Discharge Rate (CFS)	Well Structure Interior Dimensions		Peak Runoff Rate Routed to Well		Detention Volume @ 90 sec. (CF)	**Minimum Required "H" (ft.)	Safety Factors with/without Storage		Well I.D. No.	Internal Dimensions of Drainage Well Structure					Max. Top of Casing Elevation (inches)
							W (ft.)	L (ft.)	(%)	(CFS)			with	w/out		W	X	Y	Z	H	
DW-1	7.92	8.00	2.00	2.60	3.40	3.41	8.00	9.00	12.50%	1.63	147.10	3.50	2.37	2.09	DW-1	8.00'	4.50'	4.00'	5.92'	3.50'	4.08
DW-2	7.92	8.00	2.00	2.60	3.40	3.41	8.00	9.00	12.50%	1.63	147.10	3.50	2.37	2.09	DW-2	8.00'	4.50'	4.00'	5.92'	3.50'	4.08
DW-3	5.00	8.00	2.00	2.60	3.40	3.41	6.00	10.00	12.50%	1.63	147.10	3.50	2.10	2.09	DW-3	6.00'	5.50'	4.00'	5.92'	3.50'	4.08
DW-4	4.82	8.00	2.00	2.60	3.40	3.41	6.00	10.00	12.50%	1.63	147.10	3.50	1.80	2.09	DW-4	6.00'	5.50'	4.00'	5.92'	3.50'	4.08
DW-5	4.60	8.00	2.00	2.60	3.40	3.41	6.00	10.00	12.50%	1.63	147.10	3.50	1.84	2.09	DW-5	6.00'	5.50'	4.00'	5.92'	3.50'	4.08
DW-6	4.70	8.00	2.00	2.60	3.40	3.41	6.00	10.00	12.50%	1.63	147.10	3.50	1.84	2.09	DW-6	6.00'	5.50'	4.00'	5.92'	3.50'	4.08
DW-7	7.92	8.00	2.00	2.60	3.40	3.41	8.00	9.00	12.50%	1.63	147.10	3.50	1.80	2.09	DW-7	8.00'	4.50'	4.00'	5.92'	3.50'	4.08
DW-8	7.92	8.00	2.00	2.60	3.40	3.41	8.00	9.00	12.50%	1.63	147.10	3.50	1.80	2.09	DW-8	8.00'	4.50'	4.00'	5.92'	3.50'	4.08
Total Well Discharge Rate (CFS)						27.27	Total % Runoff		100.00%	13.08											

*Based on 0.026 feet of head loss per LF of casing

**H is the minimum depth required from the top of well casing to the floor of the well box to achieve 90 second detention time:

1177 KANE CONCOURSE

SPECIFIC CAPACITY FOR EXISTING DRAINAGE WELLS IN CLOSE PROXIMITY TO THE PROJECT.

1177 KANE CONCOURSE

SPECIFIC CAPACITY FOR EXISTING DRAINAGE WELLS IN CLOSE PROXIMITY TO THE PROJECT.

KANE CONCOURSE

Date	Well ID	Address	LAT	LON	Cased depth (ft.)	Uncased depth (ft.)	GPM/ft. drawdown
5/7/1982	55064	1111 KANE CONCOURSE	25/53/18	80/08/04	72	27	800
5/7/1982	55064	1111 KANE CONCOURSE	25/53/18	80/08/04	121	8	700
2/21/2003	0207512-0014	1045 95TH STREET			67	30	540

CASED DEPTH 87

Minimum GPM/ft. Drawdown	540
Maximum GPM/ft. Drawdown	800
Average GPM/ft. Drawdown	680
Specific Capacity Used in Design (GPM/ft. Drawdown)	450

February 20, 2023

Mr. Steven Rosen
Terra
3310 Mary Street, #302
Coconut Grove, FL 33133
srosen@terrargroup.com

RE: 1177 Kane Concourse Shared Parking Analysis - #21225

Dear Steve,

We have completed a parking analysis for the proposed 1177 Kane Concourse project. The project will be located at 1177 Kane Concourse in Bay Harbor Islands, Florida. The purpose of this study is to conduct a shared parking analysis based on the procedures established by the Urban Land Institute (ULI) and the Town of Bay Harbor Islands Code of Ordinance. The analysis was based on the development program shown in Exhibit 1

**Exhibit 1
Proposed Development Program**

Land Use	Size		Units	
Retail	9,305	SF	9,305	SF
Fine / Casual Restaurant	5,489	SF	3,843	SF
Restaurant Outdoor seating	1,038	SF	1,038	SF
General Office	98,445	SF	98,445	SF
Multi-Family Residential	54	DUs	54	DUs

Parking Generation

A parking analysis was conducted for the project to determine the number of required parking spaces. The analysis was done using the parking rates published in the Town of Bay Harbor Islands Code of Ordinances (Section 23-24(b)). The parking requirements based on the Town parking rates is shown in Exhibit 2.

Exhibit 2
Parking Requirements Based on Town's Code

Land Use	Units	Parking Requirement	Total Parking
Retail	9,305 SF	1 space / 300 SF of GFA	32
Fine / Casual Restaurant	3,843 SF	1 space / 100 SF of patron area	39
Outdoor Seating Area	1,038 SF	<i>Assumes 70% of total area as patron area</i> 1 space / 100 SF of patron area	11
General Office	98,445 SF	1 space / 300 SF of GFA	329
Multi-Family Residential	54 Dus	2 per DU + 1 per lot for visitors <i>Assumes 10 platted lots</i>	118
Total Parking Spaces			529

Shared Parking Analysis

Shared parking is the use of parking spaces to serve two or more individual land uses without conflict or encroachment. The ability to share parking spaces is the result of variations in the accumulation of vehicles by hour, by day or by season at the individual land uses. The shared parking principle also accounts for the relationships among the land uses that result in visiting multiple uses on the same auto trip and the mode of transportation used to reach the site.

The main goal of shared parking is to determine a balance between providing enough parking to support a development and reducing the excessive area dedicated to parking. Shared parking analysis was conducted for the project based on the procedures outlined in the Urban Land Institute (ULI) **Shared Parking**, 3rd Edition. The required number of parking spaces based on the Town's code was used as the starting point.

ULI Shared Parking Procedure

An hourly distribution analysis was conducted for both a typical weekday and a weekend day based on the time-of-day percentages provided by ULI Shared Parking. The results of the analysis show that the highest accumulation of parking for the project occurs during a typical weekday at 2:00 PM. Attachment 1 shows the results of the analysis.

Parking requirements based on the individual land uses were adjusted to account for seasonal variations, hourly distribution, non-captive ratios and mode adjustments to estimate the actual number of parking spaces required for the site. The result of the shared parking analysis shows that the proposed project requires 425 parking spaces to satisfy the maximum parking requirement. Exhibit 3 shows the results of the ULI analysis.

Exhibit 3
Shared Parking Based on ULI Procedures

Land Use		Unadjusted Parking Requirement	Month Adjustment December	Peak Hour Adjustment Weekday at 2pm	Non-captive Adjustment	Mode Adjustment	Adjusted Parking Requirement December at 2pm
Retail	Customer	26	100%	100%	97%	98%	24
	Employees	6	100%	100%	100%	95%	6
Fine / Casual Restaurant with Outdoor Seating	Customer	43	100%	65%	97%	98%	26
	Employees	8	100%	90%	100%	95%	6
General Office	Visitors	26	100%	95%	97%	98%	24
	Employees	303	100%	95%	100%	98%	282
Multi-Family Residential	Resident (Shared)	113	100%	50%	100%	100%	56
	Guest (Shared)	5	100%	20%	100%	100%	1
TOTAL REQUIRED		529					425

Ride-sharing Impact on Parking

Digital ridesharing services, such as Uber and Lyft, are part of a broader suite of innovations that constitute what is sometimes referred to as the sharing economy. Research shows that in major cities, 21% of adults personally use ride-sharing services; an additional 9% use ride-sharing with friends, but have not installed the app themselves. Nearly a quarter (24%) of ride-sharing users in metropolitan areas use ride-sharing on a weekly or daily basis. Parking represents the top reason (37%) that ride-sharing users substitute a ride-sharing service in place of driving themselves.

Ace Parking — one of the largest parking companies in North America has reported that overnight parking at hotels has declined 5% to 10% due to ride-sharing services. At restaurant valet stands, business is down 25% and nightclub valets are seeing a 50% reduction in demand. Although there is not enough data to quantify the effect of ride-sharing services on parking, there is evidence that ride-sharing services have created an alternative for consumers who would otherwise drive and park.

Parking Management Strategies

In addition to shared parking, there are other parking management strategies that could off-set the off-street parking needs. The project should develop a Parking Management Plan to ensure an efficient parking system that is convenient to both commercial uses and residents as well as to protect residential neighborhoods from spillover parking.

Pedestrian / Bicyclist - The project is located in an area conducive to pedestrian and bicycle activities. The area surrounding the proposed 1177 Kane Concourse project has a comprehensive sidewalk network, signalized intersections with clearly marked crosswalks, and pedestrian signals. This environment promotes walking and bicycling as a means of transportation and further reduces the need for off-street parking.

Transit - The area surrounding the project is served by transit (Miami Dade Transit Route 107-G) which has a bus stop in front of the project. The use of transit is another effective way to reduce the need for off-street parking.

In addition, there are other parking management strategies that could have a significant impact on the reduction of off-street parking. The proposed project will consider using the following strategies to improve the efficiency of the parking areas:

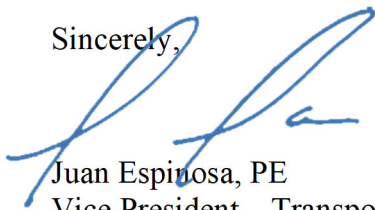
- Provide valet parking during peak demand times.
- Encourage businesses to implement commuter trip reduction programs for their employees.
- Provide information to residents, employees and visitors about transit, ridesharing and bicycle facility options.

The parking management strategies discussed above could have a significant impact on the reduction of off-street parking. The percent of reduction varies between 5% and 15% depending on the effort that the development puts into promoting these strategies.

Conclusion

Based on the shared parking principles 425 spaces are required. However, due to ride-sharing and the proposed parking management plan it is our recommendation that the parking spaces be reduced by an additional 7%; 30 parking spaces. It is our professional opinion that the proposed 1177 Kane Concourse project should provide 395 parking spaces to satisfy their parking demand. We stand ready to provide any support needed for this proposed project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Juan Espinosa', is written over the word 'Sincerely,'.

Juan Espinosa, PE
Vice President – Transportation

w:\21\21225\shared parking jan 2023\feb 20 2023 _ shared parking analysis.docx

Attachment A

1177 Kane Concourse

Shared Parking Analysis Based on ULI

Land Use		Required Parking	Weekday Conditions																																					
			Time-of-Day																																					
			6:00 AM		7:00 AM		8:00 AM		9:00 AM		10:00 AM		11:00 AM		Noon		1:00 PM		2:00 PM		3:00 PM		4:00 PM		5:00 PM		6:00 PM		7:00 PM		8:00 PM		9:00 PM		10:00 PM		11:00 PM		Midnight	
Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	
Retail (Peak December)	Customer Employees	26	1%	0	5%	1	15%	4	30%	8	55%	14	75%	19	90%	23	100%	26	100%	26	100%	26	95%	24	85%	22	80%	20	75%	19	65%	17	50%	13	30%	8	10%	3	0%	0
		6	10%	1	15%	1	25%	2	45%	3	75%	5	95%	6	100%	6	100%	6	100%	6	100%	6	100%	6	100%	6	100%	6	100%	6	90%	6	60%	4	40%	3	20%	1	0%	0
Fine / Casual Restaurant with Outdoor Seating	Customer Employees	43	0%	0	0%	0	0%	0	0%	0	15%	6	40%	17	75%	32	75%	32	65%	28	40%	17	50%	21	75%	32	95%	40	100%	43	100%	43	100%	43	95%	40	75%	32	25%	11
		8	0%	0	20%	2	50%	4	75%	6	90%	7	90%	7	90%	7	90%	7	90%	7	75%	6	75%	6	100%	8	100%	8	100%	8	100%	8	100%	8	100%	8	85%	6	35%	3
General Office	Visitors Employees	26	0%	0	1%	0	20%	5	60%	16	100%	26	45%	12	15%	4	45%	12	95%	25	45%	12	15%	4	10%	3	5%	1	2%	1	1%	0	0%	0	0%	0	0%	0	0%	0
		303	3%	9	15%	45	50%	151	90%	272	100%	303	100%	303	85%	257	85%	257	95%	288	95%	288	85%	257	60%	182	25%	76	15%	45	5%	15	3%	9	1%	3	0%	0	0%	0
Multi-Family Residential	Resident (Rsvd)	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0
	Resident (Shared)	113	95%	107	85%	96	75%	85	65%	73	60%	68	55%	62	50%	56	50%	56	50%	62	60%	68	65%	73	70%	79	75%	85	80%	90	85%	96	95%	107	97%	109	100%	113		
	Guest (Shared)	5	0%	0	10%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	40%	2	60%	3	100%	5	100%	5	100%	5	100%	5	80%	4	50%	3
Shared		529		117		146		252		379		430		427		386		397		437		418		387		328		233		212		184		178		174		155		130

February 20, 2023

Mr. Steven Rosen
Project Manager - Construction
1177 Bay Harbor Islands, LLC
3109 Grand Avenue #349
Coconut Grove, FL 33133
srosen@terrargroup.com

RE: 1177 Kane Concourse Traffic Statement - #21225

Dear Steven,

The 1177 Kane Concourse project is an approved mixed-use development located in Bay Harbor Islands, Florida. The approved development consist of 104 residential units, 86,700 SF of office space, 10,239 SF of restaurant space, and 7,565 SF of retail space. Main access to the site was proposed via two, two-way driveways located on 97th Street.

1177 Bay Harbor Islands, LLC is proposing to modify the development program to include: 54 residential units, 98,445 SF of office space, 6,527 SF of restaurant space, and 9,305 SF of retail space. Access to the new project will continue to be via two two-way driveways located on 97th Street.

A trip generation analysis was conducted for the approved and the proposed uses. The project trip generation was based on the rates/equations published by the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition. These rates and equations estimate vehicle trip ends at a free-standing site's driveways. ITE research also shows that a certain percent of retail and restaurant trips are "*pass-by*" trips. These are described as trips "attracted from the traffic passing the site on an adjacent street." These are not new trips, but trips already using the existing roadway

network that stop at the proposed use and go back to their original path. Pass-by trips for this use were established based on guidelines provided in Institute of Transportation Engineers (ITE) *Trip Generation Handbook*, 3rd Edition. Transit, prevalent sidewalks, shared and exclusive bike lanes, and a Citi bike station on the west side of the project property make the study area pedestrian friendly. Thus, an 8% deduction was taken for pedestrian/transit. These deductions are consistent with the trip generation analysis conducted for the approved project.

Trip generation calculations were performed for a typical weekday daily, AM, and PM peak hour of the adjacent street for the approved land uses and the proposed development and are summarized in Exhibit 1. Support documentation is provided as Attachment A.

Exhibit 1 Trip Generation Analysis

Approved Land Uses

ITE Land Use Designation ¹	Size / Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) (Land Use 221)	104 DU	565	9	27	36	28	18	46
General Office Building (Land Use 710)	86,700 SF	924	93	15	108	16	83	99
Shopping Center (Land Use 820)	7,565 SF	286	4	3	7	14	15	29
Quality Restaurant (Land Use 931)	10,239 SF	858	4	4	8	54	26	80
Subtotal Gross Trips		2633	110	49	159	112	142	254
Internalization ²	AM	7.5%	-6	-6	-12	-29	-29	-58
Pass-by Shopping	PM	34%	0	0	0	-2	-2	-4
Pass-by Restaurant	PM	44%	0	0	0	-13	-13	-26
Transit/Pedestrian Trips		8%	-8	-3	-11	-6	-7	-13
Net External Trips			96	40	136	62	91	153

1) Based on ITE *Trip Generation Manual*, Tenth Edition

2) Based on ITE *Trip Generation Manual User's Guide and Handbook*, Tenth Edition

Proposed Land Uses

Proposed ITE Land Use Designation ¹	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) <i>Land Use Code: 221</i>	54 DU	292	5	14	19	15	10	25
General Office Building <i>Land Use Code: 710</i>	98,445 SF	1,046	102	17	119	18	94	112
Quality Restaurant <i>Land Use Code: 931</i>	6,527 SF	548	2	2	4	34	17	51
Shopping Center <i>Land Use Code: 820</i>	9,305 SF	352	5	3	8	17	18	35
Total Gross Trips		2,238	114	36	150	84	139	223
Internal Capture (AM, PM) ² (5.3%, 24.2%)			-4	-4	-8	-27	-27	-54
Other Modes of Transportation ³ 8%			-8	-2	-10	-5	-9	-14
Restaurant Pass-by (PM) ² 44%			0	0	0	-6	-6	-12
Retail Pass-by (PM) ² 34%			0	0	0	-2	-2	-4
Net Proposed Trips			102	30	132	44	95	139

¹ Based on ITE Trip Generation Manual, 10th Edition.

² Based on ITE Trip Generation Handbook, 3rd Edition

³ Based on US Census Zip Code 33154 and local characteristics.

Net Trip Difference

Scenario	Daily Vehicle Trips	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Approved Project	2633	96	40	136	62	91	153
Proposed Project	2238	102	30	132	44	95	139
Net Trip Difference	-395	6	-10	-4	-18	4	-14

The results of the trip generation analysis show that the proposed development will generate 395 less daily trips, 4 less AM peak hour trips, and 14 less PM peak hour trips when compared to the approved project. Therefore, the conclusions of the previously approved traffic study remain the same.

Maneuverability Evaluation

The proposed site plan has minor changes to the access area. The maneuverability of the new site plan was tested by superimposing the approved maneuverability analysis on the new site plan. The

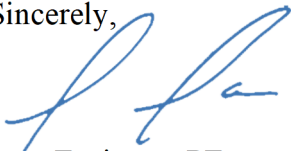
results shows that the minor changes to the plan do not affect the maneuverability of the site. The maneuverability evaluation for a WB-50, WB-40 and a delivery van are shown in Attachment B.

Conclusions

The proposed changes to the previously approved 1177 Kane Concourse project will not have any traffic related impacts. The new development program will generate less vehicular trips when compared with the approved plan. Changes to the access/loading area did not affect the maneuverability of the loading trucks.

We stand ready to provide any support needed for this project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Espinosa', is written over the word 'Sincerely,'.

Juan Espinosa, PE

Vice-President – Transportation

Attachments

w:\21\21225\trip gen\1177 kane concourse - feb 20 2023.docx

Attachment A

Trip Generation Information

Approved Development Program

AM Peak Hour Trip Generation and Internalization

1177 Kane Concourse

Multifamily (Mid-Rise) Land Use 221 104 DU		General Office Land Use 710 86,700 SF		Restaurant (Quality) Land Use 931 10,239 SF		Shopping Center Land Use 820 7,565 SF			
In	Out	In	Out	In	Out	In	Out		
9	27	93	15	4	4	4	3	159	ITE Trips
UNBALANCED INTERNALIZATION									
0%	2%	3%							
0	1	3							
	1	1							
0		0	1%						
	0		0						
5%	20%			20%					
0	5	1		1					
					4%				
0		0		0					
2%	1%					17%			
0	0		0			1			
							14%		
0			0				0		
		63%		23%					
		9	1	1					
					31%				
		14%		1	1				
		13							
			28%			32%			
			4	1		1			
		4%					29%		
		4		1			1		
					14%		8%		
				50	1	0	0		
				0%				13%	
				0		0	0		
Multifamily (Mid-Rise)		General Office		Restaurant (Quality)		Shopping Center			
In	Out	In	Out	In	Out	In	Out		
9	27	93	15	4	4	4	3	159	Vehicle Trips
BALANCED INTERNALIZATION									
	-1	-1							
0			0						
	-1			-1					
0					0				
	0					0			
0							0		
		-1		-1					
			-1		-1				
		-1				-1			
			-1				-1		
				0		0			
				0			0		
0	-2	-3	-2	-2	-1	-1	-1	Total Sum	
9	25	90	13	2	3	3	2	-12	Internal
	5.6%		4.6%		37.5%		28.6%	147	External Trips
				0.0	0.0	0	0	0.0	7.5% % Internal
								0	0% % Passby (Quality)
									0% % Passby (shopping)
9	25	90	13	2	3	3	2	147	
-1	-2	-7	-1	0	0	0	0	-11	8.0% Transit/Pedestrian
8	23	83	12	2	3	3	2	136	Net New External Trips

PM Peak Hour Trip Generation and Internalization

1177 Kane Concourse

Multifamily (Mid-Rise) Land Use 221 104 DU		General Office Land Use 710 86,700 SF		Restaurant (Quality) Land Use 931 10,239 SF		Shopping Center Land Use 820 7,565 SF		254	ITE Trips
In	Out	In	Out	In	Out	In	Out		
28	18	16	83	54	26	14	15		
UNBALANCED INTERNALIZATION									
4%	1	57%	9						
4%	1	2%	2						
21%	4		4	14%	8				
16%	4		4	18%	5				
42%	8		1			10%	1		
46%	13		4				26%	4	
		4%	3	2%	1				
		30%	5		3%				
		20%	17		1		8%	1	
		31%	5		0			2%	0
				41%	11	7	50%	7	
				29%	16	4	29%	4	
Multifamily (Mid-Rise)		General Office		Restaurant (Quality)		Shopping Center		254	Vehicle Trips
In	Out	In	Out	In	Out	In	Out		
28	18	16	83	54	26	14	15		
BALANCED INTERNALIZATION									
-1	-1	-1	-1						
-1	-4			-4					
-4	-1			-4					
-4						-1	-4		
		-1	-1	-1	-1				
		-1	-1			-1	0		
		0							
				-7	-7	-7	-4		
-9	-6	-2	-3	-9	-12	-9	-8	Total Sum	
19	12	14	80	45	14	5	7	-58	Internal
	32.6%		5.1%		26.3%		58.6%	196	External Trips
				-13.0	-13.0	-2	-2	-26.0	22.8% % Internal
19	12	14	80	32	1	3	5	-4	44% % Passby (Quality)
-2	-1	-1	-6	-3	0	0	0	166	34% % Passby (shopping)
								-13	8% Transit/Pedestrian
17	11	13	74	29	1	3	5	153	Net New External Trips

Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

**On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 53

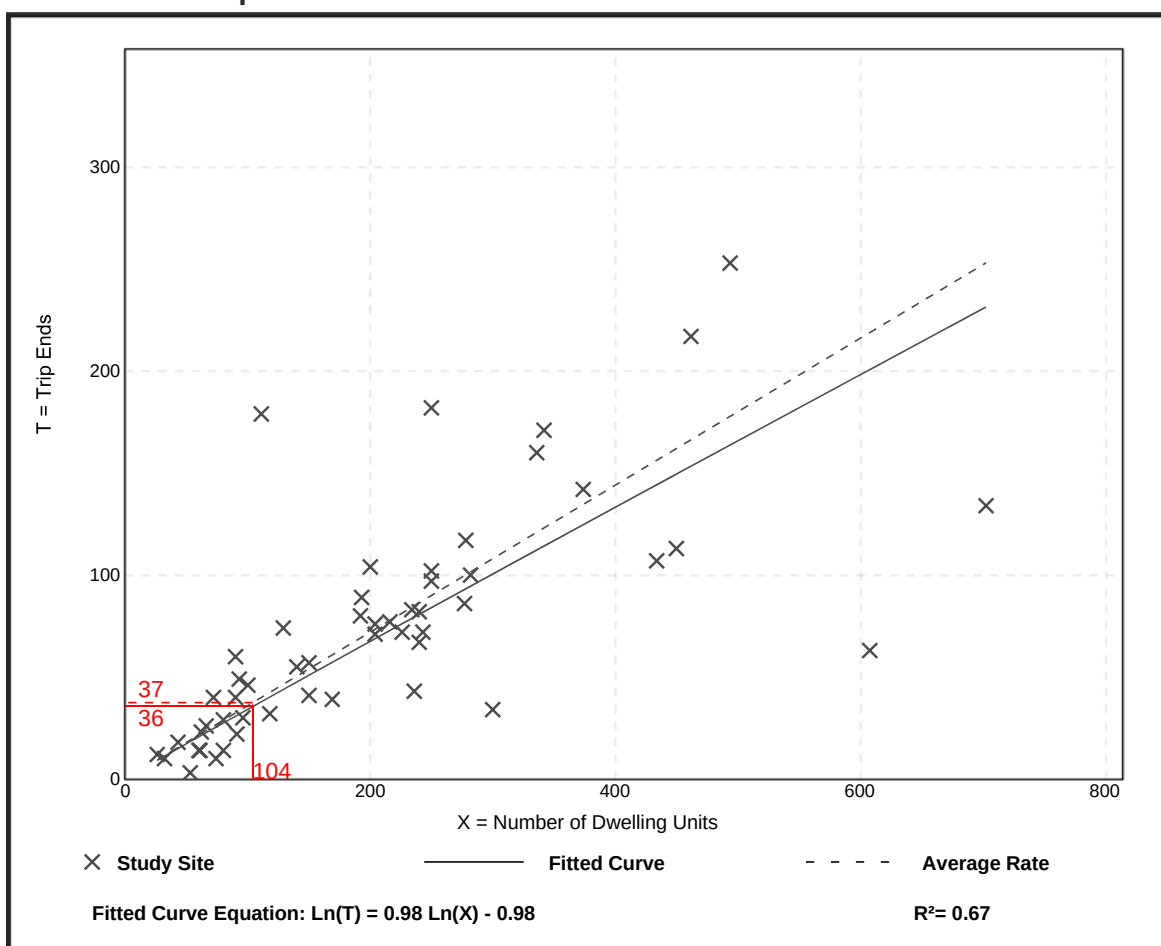
Avg. Num. of Dwelling Units: 207

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.06 - 1.61	0.19

Data Plot and Equation



Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

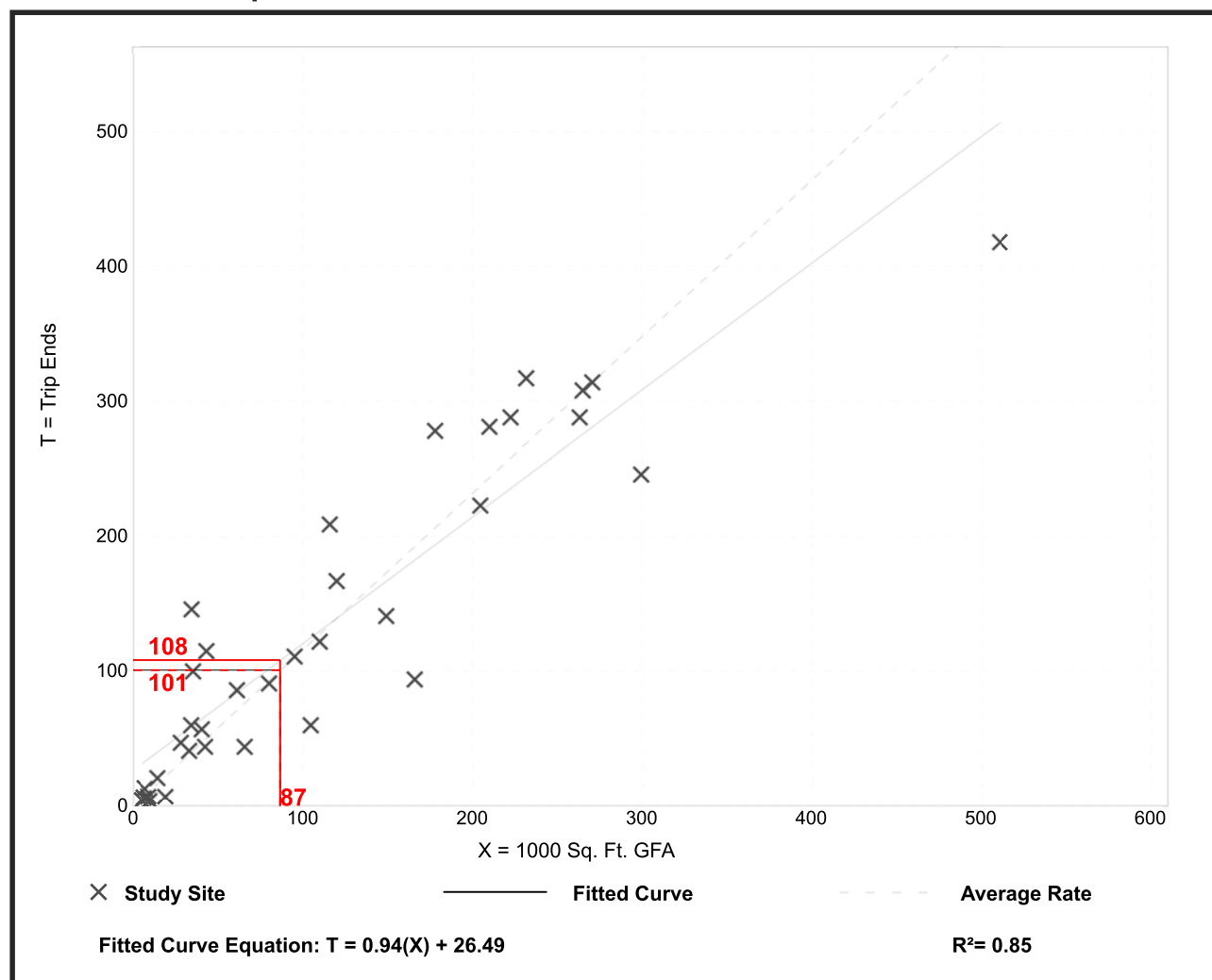
General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 35
 Avg. 1000 Sq. Ft. GFA: 117
 Directional Distribution: 86% entering, 14% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.16	0.37 - 4.23	0.47

Data Plot and Equation



Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

Quality Restaurant (931)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 7

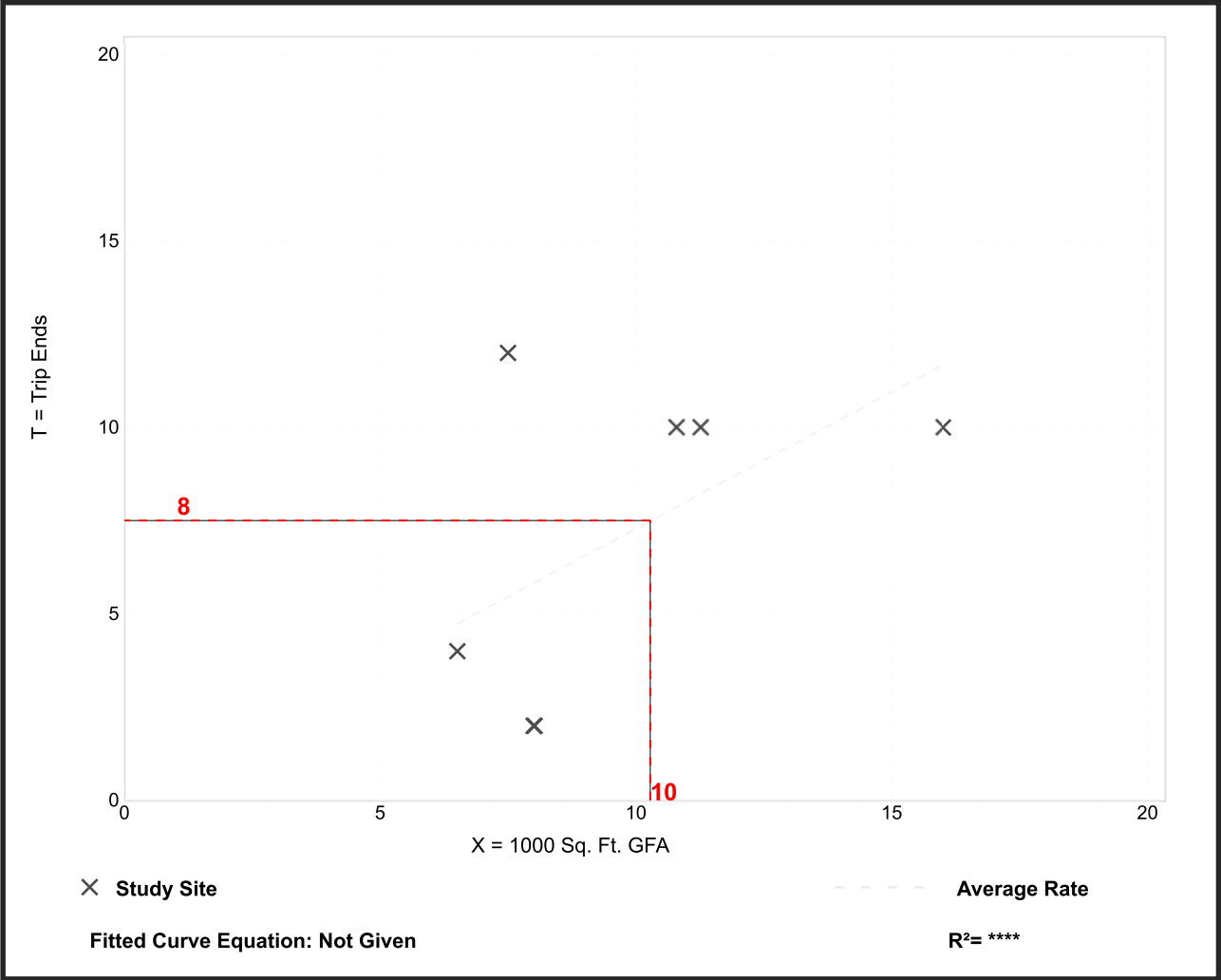
Avg. 1000 Sq. Ft. GFA: 10

Directional Distribution: Not Available

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.73	0.25 - 1.60	0.42

Data Plot and Equation



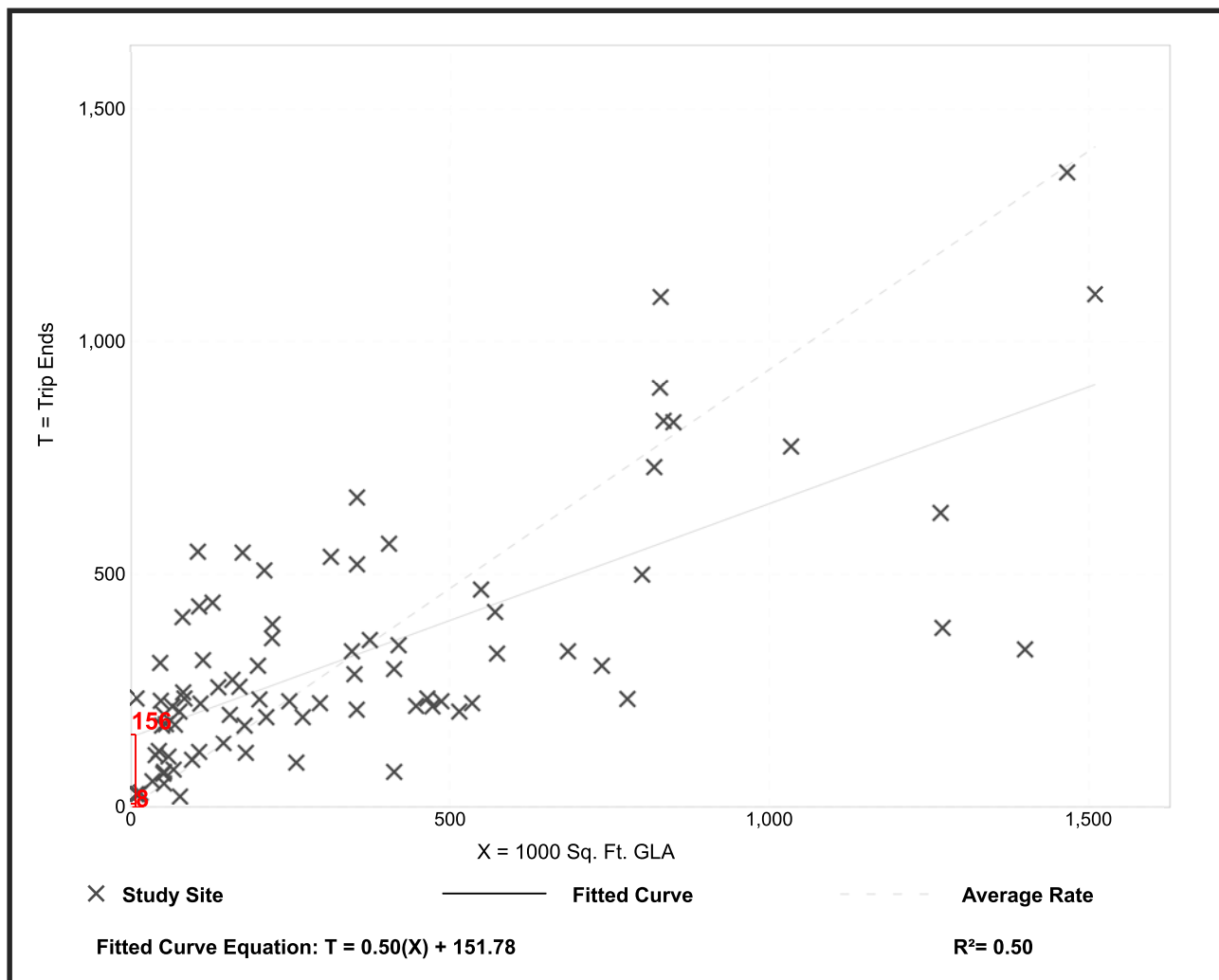
Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 84
 Avg. 1000 Sq. Ft. GLA: 351
 Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.94	0.18 - 23.74	0.87

Data Plot and Equation



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General Office Building

(710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 32

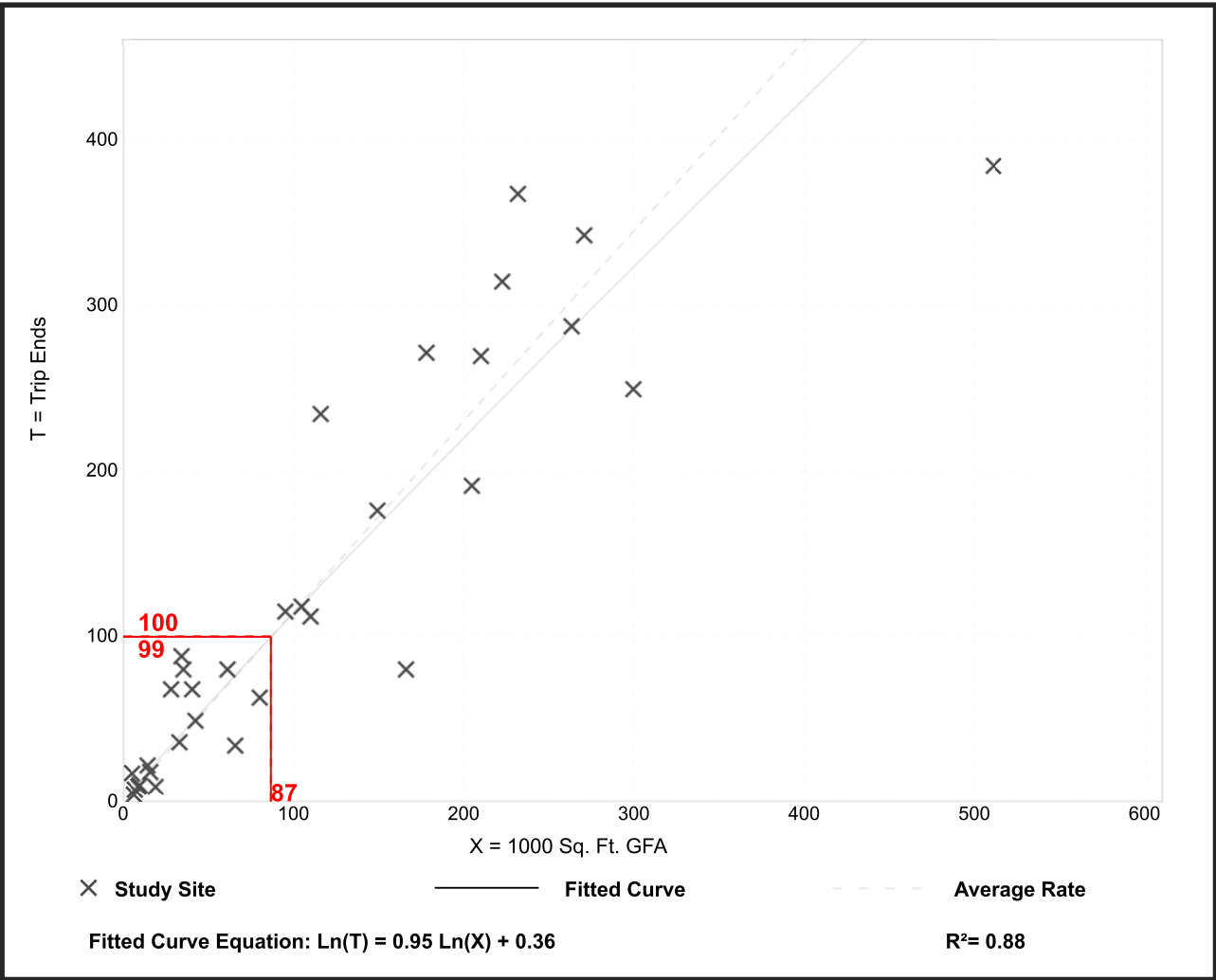
Avg. 1000 Sq. Ft. GFA: 114

Directional Distribution: 16% entering, 84% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.15	0.47 - 3.23	0.42

Data Plot and Equation



Quality Restaurant

(931)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 19

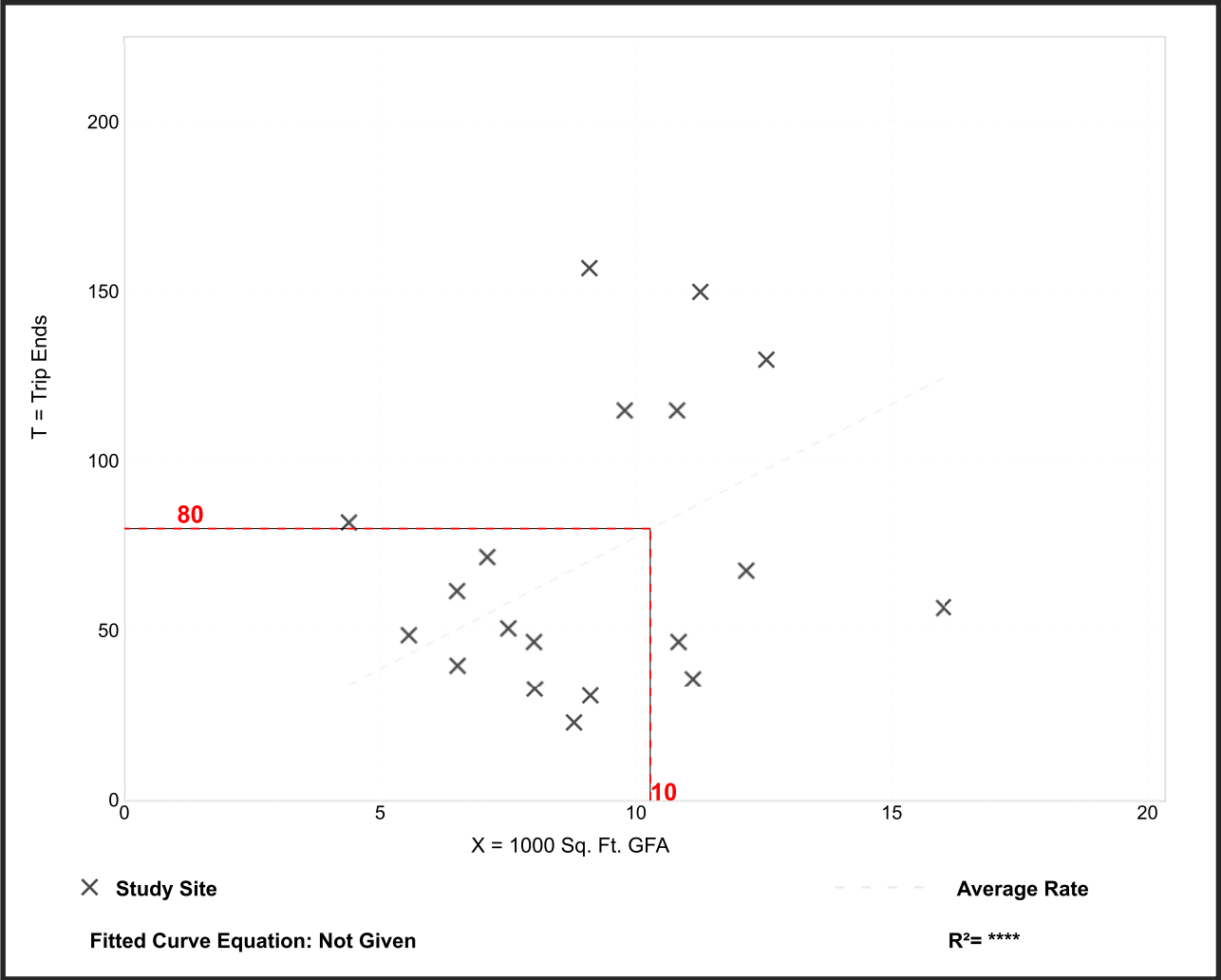
Avg. 1000 Sq. Ft. GFA: 9

Directional Distribution: 67% entering, 33% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
7.80	2.62 - 18.68	4.49

Data Plot and Equation



Shopping Center

(820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 261

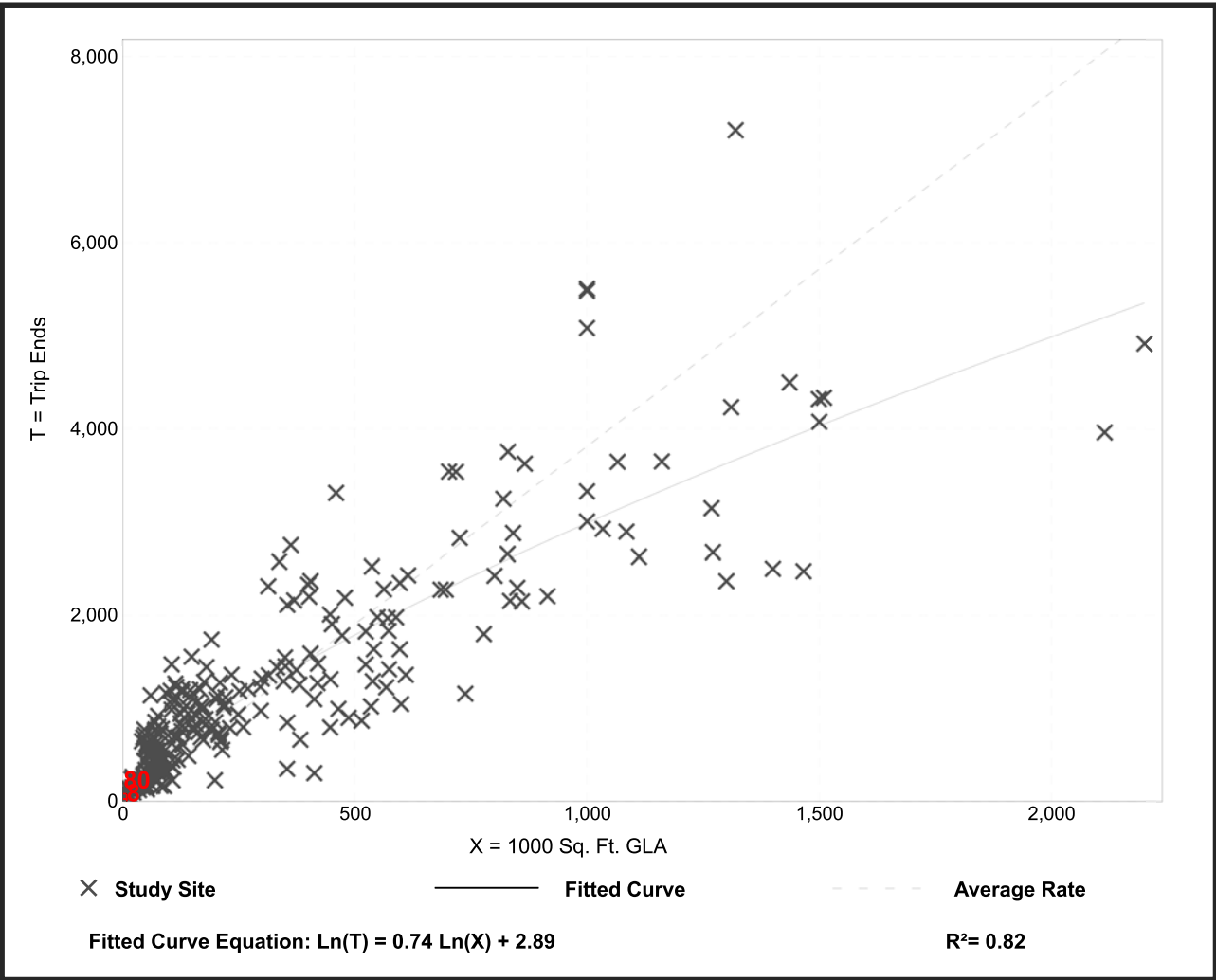
Avg. 1000 Sq. Ft. GLA: 327

Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.81	0.74 - 18.69	2.04

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 27

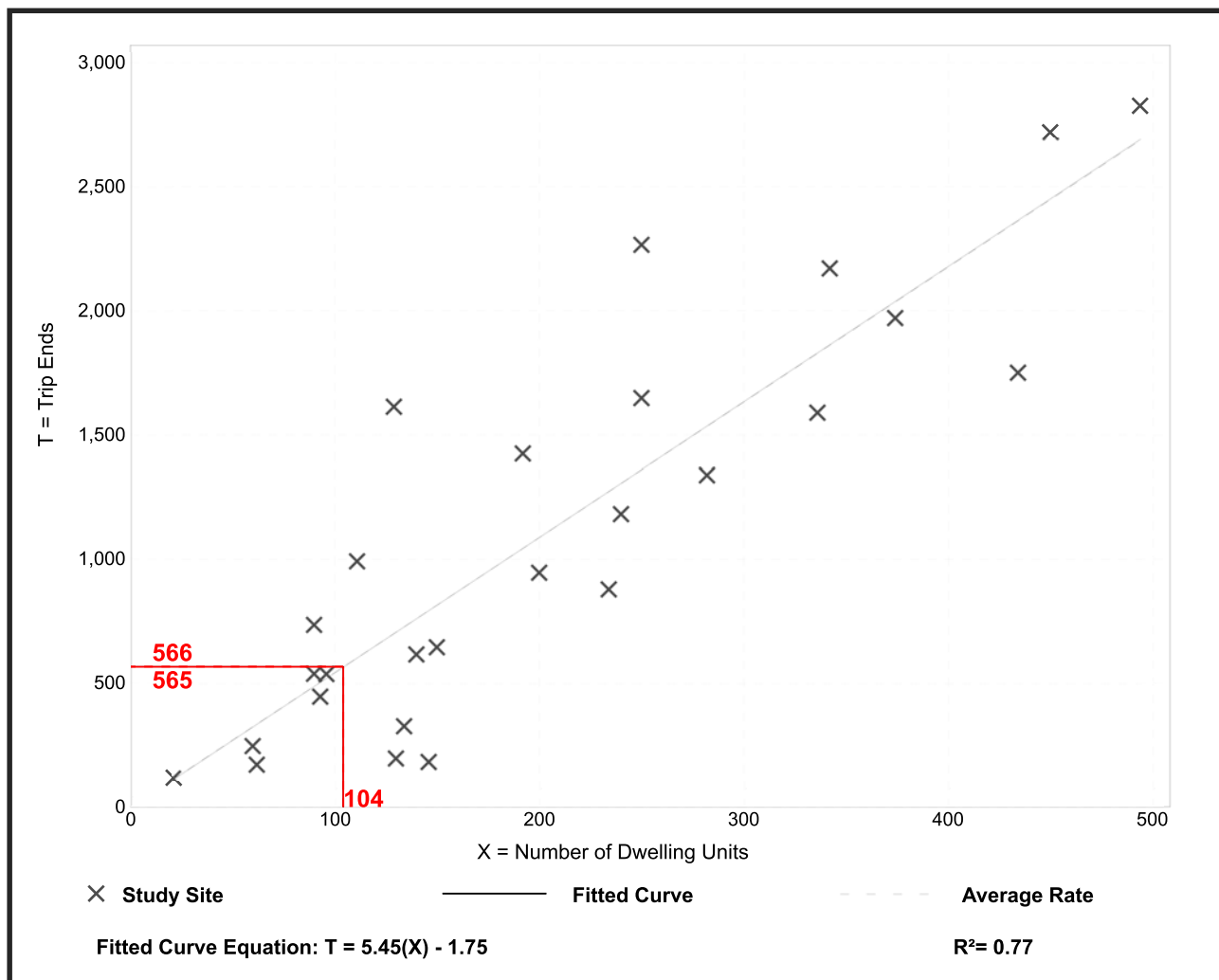
Avg. Num. of Dwelling Units: 205

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.44	1.27 - 12.50	2.03

Data Plot and Equation



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General Office Building (710)

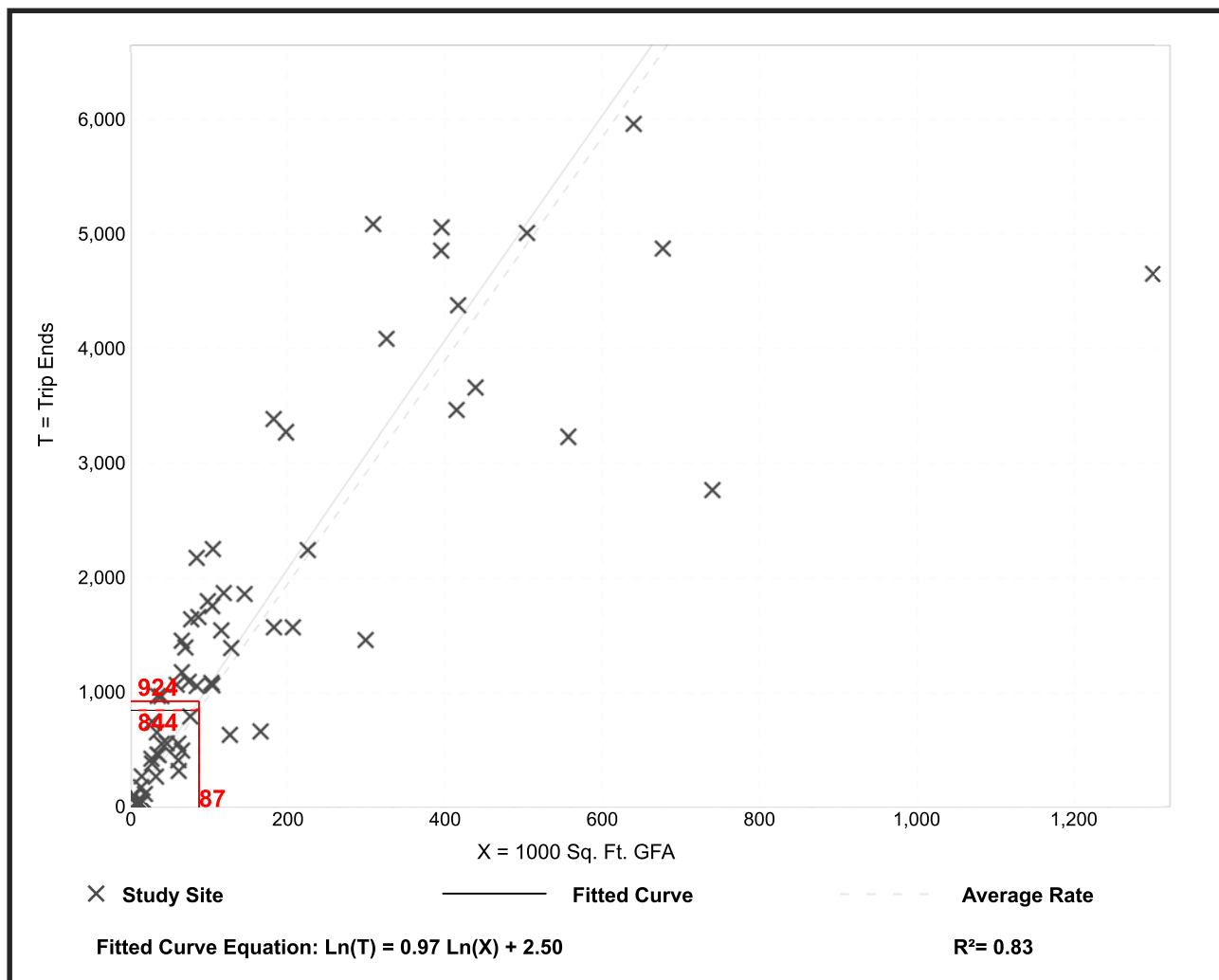
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 66
Avg. 1000 Sq. Ft. GFA: 171
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.74	2.71 - 27.56	5.15

Data Plot and Equation



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Shopping Center (820)

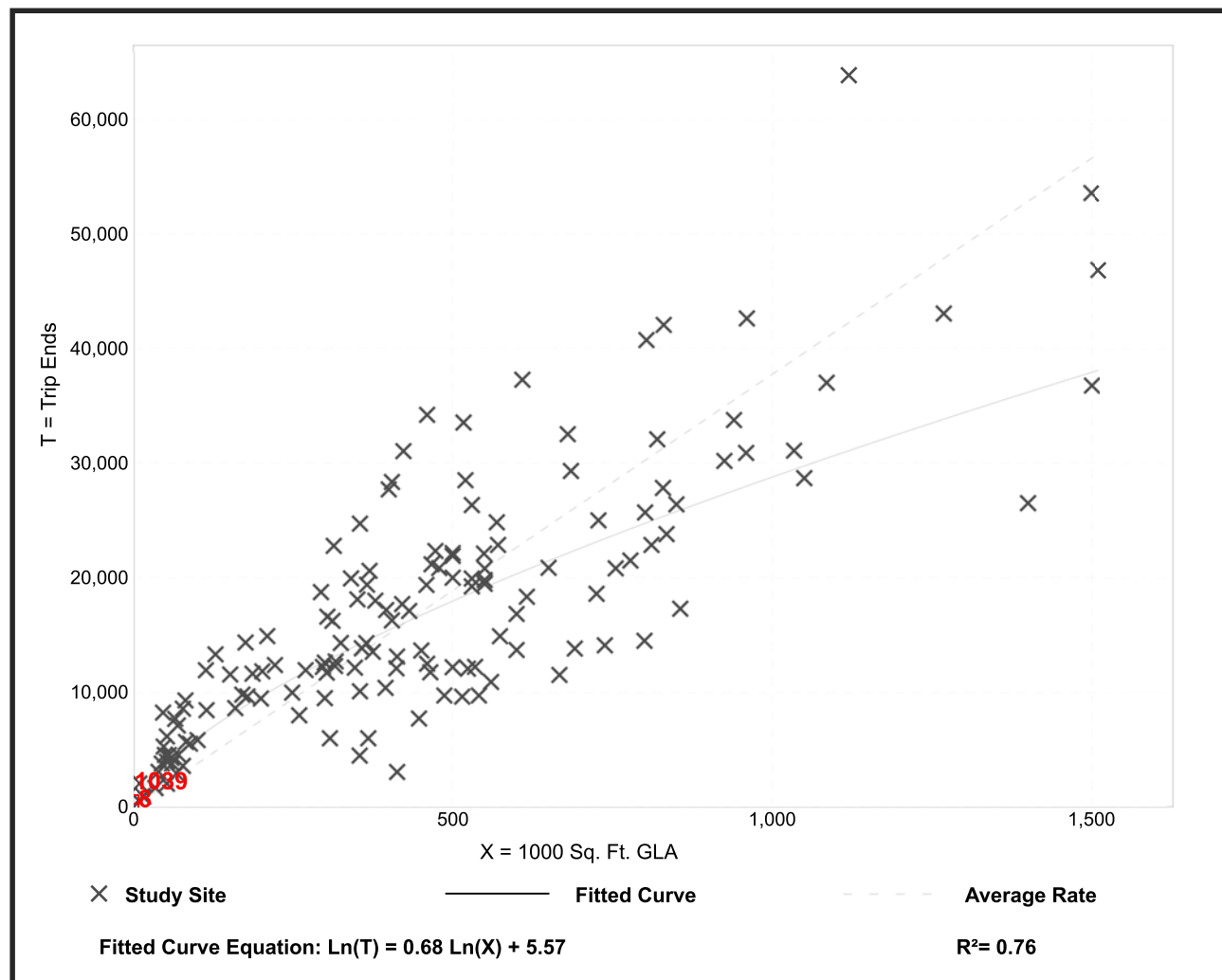
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 147
Avg. 1000 Sq. Ft. GLA: 453
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	16.41

Data Plot and Equation



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Quality Restaurant (931)

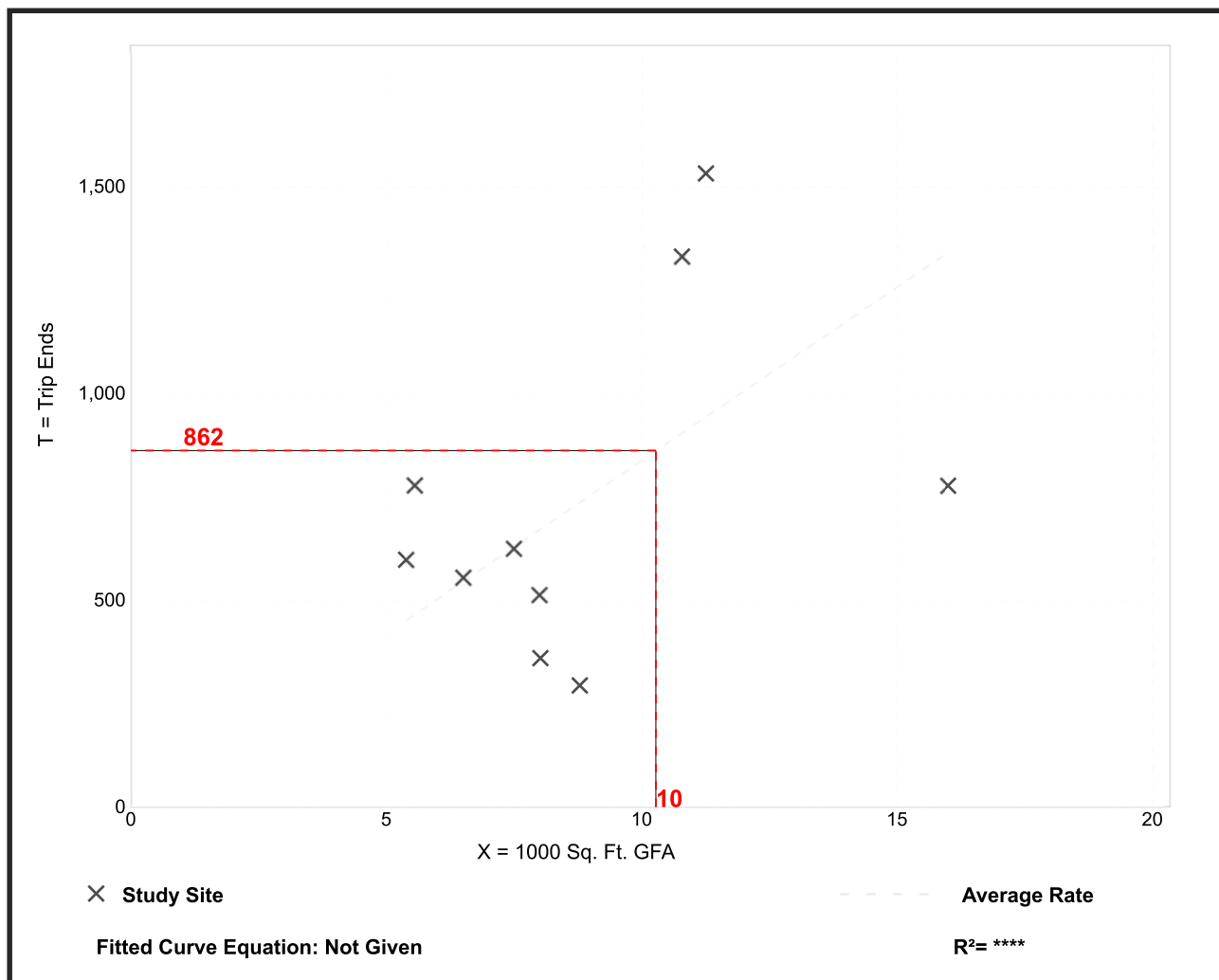
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 10
Avg. 1000 Sq. Ft. GFA: 9
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
83.84	33.45 - 139.93	40.01

Data Plot and Equation



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S0801

COMMUTING CHARACTERISTICS BY SEX

2012-2016 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Tell us what you think. Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	ZCTA5 33154				
	Total		Male		Female
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Workers 16 years and over	5,950	+/-477	3,070	+/-309	2,880
MEANS OF TRANSPORTATION TO WORK					
Car, truck, or van	76.8%	+/-4.9	75.9%	+/-5.9	77.7%
Drove alone	66.4%	+/-6.0	67.0%	+/-6.5	65.8%
Carpooled	10.3%	+/-3.8	8.9%	+/-3.8	11.8%
In 2-person carpool	10.1%	+/-3.7	8.9%	+/-3.8	11.3%
In 3-person carpool	0.0%	+/-0.7	0.0%	+/-1.3	0.0%
In 4-or-more person carpool	0.3%	+/-0.4	0.0%	+/-1.3	0.6%
Workers per car, truck, or van	1.07	+/-0.03	1.06	+/-0.03	1.08
Public transportation (excluding taxicab)	1.6%	+/-1.4	1.0%	+/-1.1	2.3%
Walked	6.0%	+/-2.3	8.5%	+/-4.1	3.3%
Bicycle	0.9%	+/-1.2	0.6%	+/-0.9	1.3%
Taxicab, motorcycle, or other means	1.7%	+/-1.3	3.3%	+/-2.4	0.0%
Worked at home	13.0%	+/-4.0	10.7%	+/-4.5	15.4%
PLACE OF WORK					
Worked in state of residence	97.3%	+/-1.3	97.0%	+/-1.9	97.7%
Worked in county of residence	88.4%	+/-2.7	85.2%	+/-4.2	91.8%
Worked outside county of residence	8.9%	+/-2.5	11.8%	+/-3.8	5.9%
Worked outside state of residence	2.7%	+/-1.3	3.0%	+/-1.9	2.3%
Living in a place					
Worked in place of residence	22.1%	+/-5.1	23.8%	+/-6.6	20.3%
Worked outside place of residence	77.9%	+/-5.1	76.2%	+/-6.6	79.7%
Not living in a place	0.0%	+/-0.7	0.0%	+/-1.3	0.0%
Living in 12 selected states					
Worked in minor civil division of residence	0.0%	+/-0.7	0.0%	+/-1.3	0.0%
Worked outside minor civil division of residence	0.0%	+/-0.7	0.0%	+/-1.3	0.0%
Not living in 12 selected states	100.0%	+/-0.7	100.0%	+/-1.3	100.0%

Proposed Development Program



1177 Kane Concourse

Bay Harbor Islands, FL 33154

OWNER:
NORTHWOOD RAVIN | WHARTON EQUITIES
1057 East Morehead Street Suite 300 Charlotte, NC 282043250 NE 1st Avenue Suite 211 Miami, FL 33137

ARQUITECTONICA
2800 Oak Avenue Miami, Florida 33133 305.372.1812 TEL 305.372.1175 FAX www.arquitectonica.com

CIVIL ENGINEER:
KIMLEY HORN
355 ALHAMBRA CIRCLE SUITE 1400 CORAL GABLES, FL 33134 P: 305.673.2025 www.kimley-horn.com

STRUCTURAL ENGINEER:
YHCE
NW 27 AVE, Miami, FL 33125 info@yhengineering.com +1 305-869-9423 http://yhengineering.com/

MEP ENGINEER:
EXP
396 ALHAMBRA CIRCLE SUITE 202 CORAL GABLES, FL 33134 P: 305.631.2208 www.exp.com

LANDSCAPE ARCHITECT:
ARQUITECTONICA GEO
2800 OAK AVENUE MIAMI, FLORIDA 33133 P: 305.372.1812 F: 305.372.1175 www.arquitectonica.com

INTERIOR DESIGNER:
ARQUITECTONICA INTERIORS
2800 Oak Avenue Miami, Florida 33133 305.372.1812 TEL 305.372.1175 FAX www.arquitectonica.com

SEAL/SIGNATURE/DATE:

"To the best of my knowledge and belief, these plans and specifications comply with the minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with and Chapter 553 and Chapter 633 Florida Statutes."

PERMIT SET / BID SET		
12/16/2020		
ISSUE #	DESCRIPTION	DATE
2	Revision 2 BLDG. DEP. COMMNTS	6/15/21

A

B

C

D

E

KEY PLAN
N.T.S.

PROJECT NUMBER:
3459

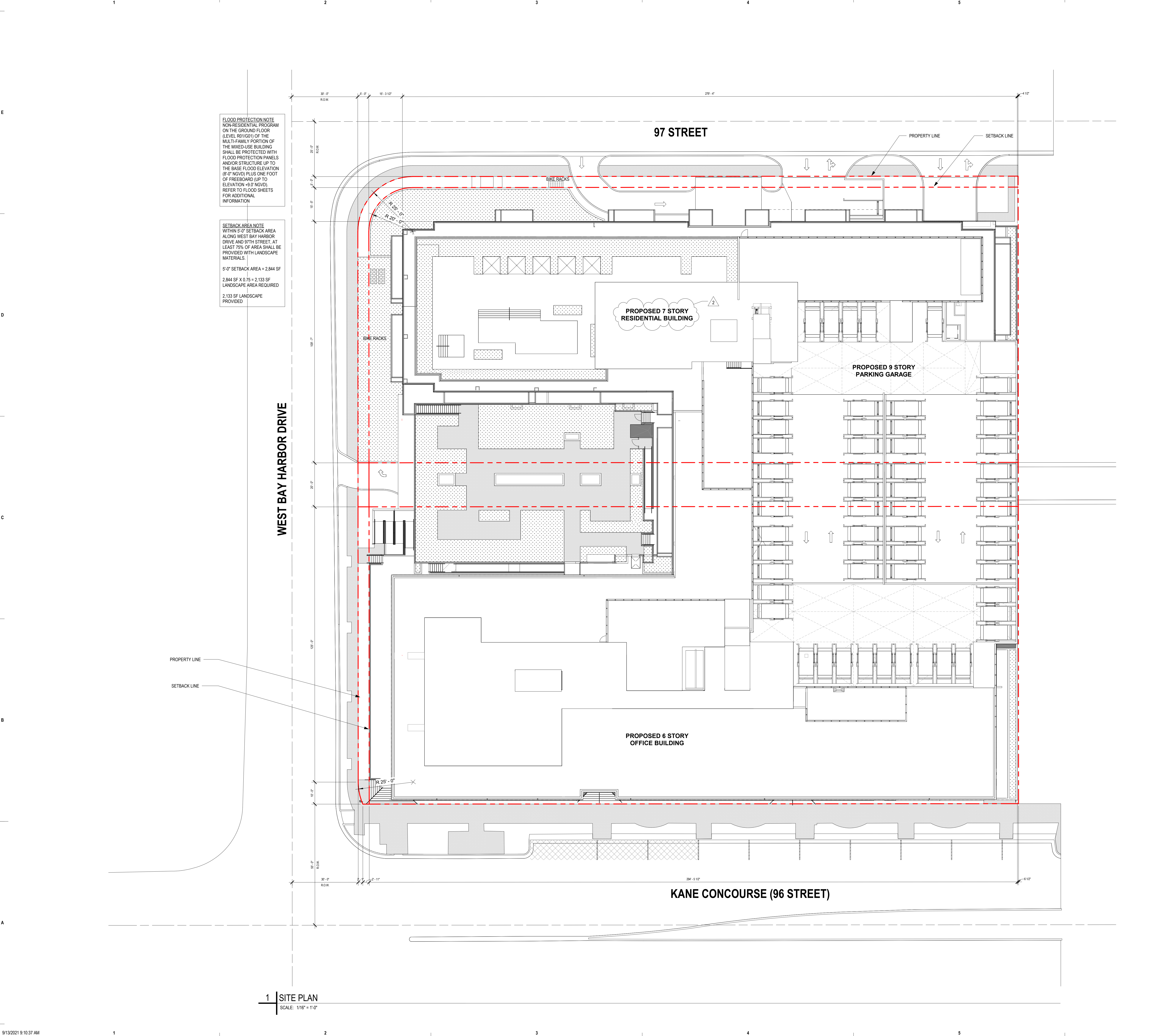
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DRAWING NAME:

SITE PLAN

A100

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Office Registration # AA C000465
SCALE: 1/16" = 1'-0"



AM Peak Hour Trip Generation and Internalization
1177 Kane Concourse

Residential Land Use 221 54 DU		Office Land Use 710 98,445 Sq Ft		Restaurant Land Use 931 6,527 Sq Ft		Retail Land Use 820 9,305 Sq Ft		150	ITE Trips
In	Out	In	Out	In	Out	In	Out		
5	14	102	17	2	2	5	3		
UNBALANCED INTERNALIZATION									
0%	2%	3%	1%						
0	0	0	3						
0	0	0	0						
5%	20%			20%	4%				
0	3	0	0	0	0				
0	0	0	0						
2%	1%					17%	14%		
0	0		0			1	0		
0	0		0						
		63%	23%						
		11	0	0					
		14%	31%						
		14	1	1					
		28%				32%	29%		
		5	2			2	1		
		4%		1					
		4							
				14%	8%				
				0	0				
				50%	13%				
				1	0				
Residential		Office		Restaurant		Retail		150	Vehicle Trips
In	Out	In	Out	In	Out	In	Out		
5	14	102	17	2	2	5	3		
BALANCED INTERNALIZATION									
0	0	0	0						
0	0			0	0				
0	0					0	0		
0	0								
		0	0						
		-1	-1						
		-2	-2			-2	-1		
		-1							
				0	0	0	0		
0	0	-2	-2	0	-1	-2	-1	Total Sum	
5	14	100	15	2	1	3	2	-8	Internal
	0.0%		3.4%		25.0%		37.5%	142	External Trips
0	-1	-8	-1	0	0	0	0	-10	5.3% % Internal
				0.0	0.0	0	0	0	-8% Transit/Pedestrian
5	13	92	14	2	1	3	2	0	0%
				0	0			132	
						0	0	0	0% % Passby (Quality)
								0	0% % Passby (Retail)
5	13	92	14	2	1	3	2	132	Net New External Trips

PM Peak Hour Trip Generation and Internalization

1177 Kane Concourse

Residential Land Use 221 54 DU		Office Land Use 710 98,445 Sq Ft		Restaurant Land Use 931 6,527 Sq Ft		Retail Land Use 820 9,305 Sq Ft		223	ITE Trips
In	Out	In	Out	In	Out	In	Out		
15	10	18	94	34	17	17	18		
UNBALANCED INTERNALIZATION									
4%	4%	57%	2%						
0	0	10	2						
4%									
1		1							
21%				14%					
2		2		5					
16%						18%			
2		2				3			
42%						10%			
4				2		2			
46%							26%		
7							5		
		4%	2%						
		4	1	1					
		30%	3%						
		5	1						
		20%				8%			
		19	1			1			
							2%		
		31%		0			0		
		6							
				41%	50%				
				7	9				
				29%	29%				
				10	5				
Residential		Office		Restaurant		Retail		223	Vehicle Trips
In	Out	In	Out	In	Out	In	Out		
15	10	18	94	34	17	17	18		
BALANCED INTERNALIZATION									
	0	0							
-1			-1						
	-2			-2					
-2					-2				
	-2					-2			
-5							-5		
		-1	-1	-1					
					-1				
		-1				-1			
		0					0		
				-7	-7				
				-5			-5		
-8	-4	-1	-3	-8	-10	-10	-10	Total Sum	
7	6	17	91	26	7	7	8	-54	Internal
	48.0%		3.6%		35.3%		57.1%	169	External
-1	0	-1	-7	-2	-1	-1	-1	-14	Trips
6	6	16	84	24	6	6	7	-155	24.2%
				-6	-6				-8%
						-2	-2		% Internal
6	6	16	84	18	0	4	5		transit/pedestrian
								-12	44%
								-4	34%
									% Passby Restaurant
									% Passby Retail
								139	Net New External Trips

Scenario - 5

Scenario Name: Proposed 10th edition - Feb 2023

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
221 - Multifamily Housing (Mid-Rise)	General	Dwelling Units	54	Weekday	Best Fit (LIN)	146	146	292
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				$T = 5.45(X) - 1.75$	50%	50%	
221(1) - Multifamily Housing (Mid-Rise)	General	Dwelling Units	54	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG)	5	14	
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				$\ln(T) = 0.98\ln(X) - 0.98$	26%	74%	19
221(2) - Multifamily Housing (Mid-Rise)	General	Dwelling Units	54	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG)	15	10	25
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				$\ln(T) = 0.96\ln(X) - 0.63$	61%	39%	
710 - General Office Building	General	1000 Sq. Ft. GFA	98.445	Weekday	Best Fit (LOG)	523	523	
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				$\ln(T) = 0.97\ln(X) + 2.50$	50%	50%	1046
710(1) - General Office Building	General	1000 Sq. Ft. GFA	98.445	Weekday, Peak Hour of Adjacent Street	Best Fit (LIN)	102	17	119
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				$T = 0.94(X) + 26.49$	86%	14%	
710(2) - General Office Building	General	1000 Sq. Ft. GFA	98.445	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG)	18	94	
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				$\ln(T) = 0.95\ln(X) + 0.36$	16%	84%	112
931 - Quality Restaurant	General	1000 Sq. Ft. GFA	6.527	Weekday	Average	274	274	548
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				83.84	50%	50%	
931(1) - Quality Restaurant	General	1000 Sq. Ft. GFA	6.527	Weekday, Peak Hour of Adjacent Street Traffic,	Average	2	2	
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				0.73	50%	50%	4
931(2) - Quality Restaurant	General	1000 Sq. Ft. GFA	6.527	Weekday, Peak Hour of Adjacent Street Traffic,	Average	34	17	51
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				7.80	67%	33%	
820 - Shopping Center	General	1000 Sq. Ft. GLA	9.305	Weekday	Average	176	176	
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				37.75	50%	50%	352
820(1) - Shopping Center	General	1000 Sq. Ft. GLA	9.305	Weekday, Peak Hour of Adjacent Street Traffic,	Average	5	3	8
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				0.94	62%	38%	
820(2) - Shopping Center	General	1000 Sq. Ft. GLA	9.305	Weekday, Peak Hour of Adjacent Street Traffic,	Average	17	18	
Data Source: Trip Generation Manual, 10th Ed	Urban/Suburban				3.81	48%	52%	35

COMMUTING CHARACTERISTICS BY SEX



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

ZCTA5 33154						
Total		Male		Female		
Label	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Workers 16 years and over	6,458	±522	3,192	±336	3,266	±457
MEANS OF TRANSPORTATION TO WORK						
Car, truck, or van	69.7%	±4.6	69.2%	±8.5	70.1%	±6.2
Drove alone	64.3%	±4.6	67.0%	±8.6	61.6%	±6.3
Carpooled	5.4%	±2.2	2.2%	±1.7	8.5%	±3.7
In 2-person carpool	4.6%	±2.0	2.2%	±1.7	7.0%	±3.2
In 3-person carpool	0.2%	±0.3	0.0%	±1.5	0.4%	±0.7
In 4-or-more person carpool	0.5%	±0.7	0.0%	±1.5	1.1%	±1.4
Workers per car, truck, or van	1.04	±0.02	1.02	±0.01	1.07	±0.03
Public transportation (excluding taxicab)	4.2%	±2.4	1.8%	±1.3	6.6%	±4.5
Walked	3.5%	±2.0	3.4%	±2.6	3.5%	±2.4
Bicycle	0.3%	±0.5	0.7%	±1.0	0.0%	±1.4
Taxicab, motorcycle, or other means	4.3%	±3.4	7.6%	±6.5	1.0%	±1.2
Worked from home	18.1%	±4.7	17.4%	±6.5	18.8%	±5.5
PLACE OF WORK						
Workers 16 years and over who did not work from home	5,289	±521	2,638	±355	2,651	±436
VEHICLES AVAILABLE						
PERCENT ALLOCATED						

Table Notes

2017-2021 American Community Survey

COMMUTING CHARACTERISTICS BY SEX

Year: 2021
Estimates: 5-Year
Table ID: S0801

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

The 12 selected states are Connecticut, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and Wisconsin.

Workers include members of the Armed Forces and civilians who were at work last week.

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

Several means of transportation to work categories were updated in 2019. For more information, see: Change to Means of Transportation.

The 2017-2021 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

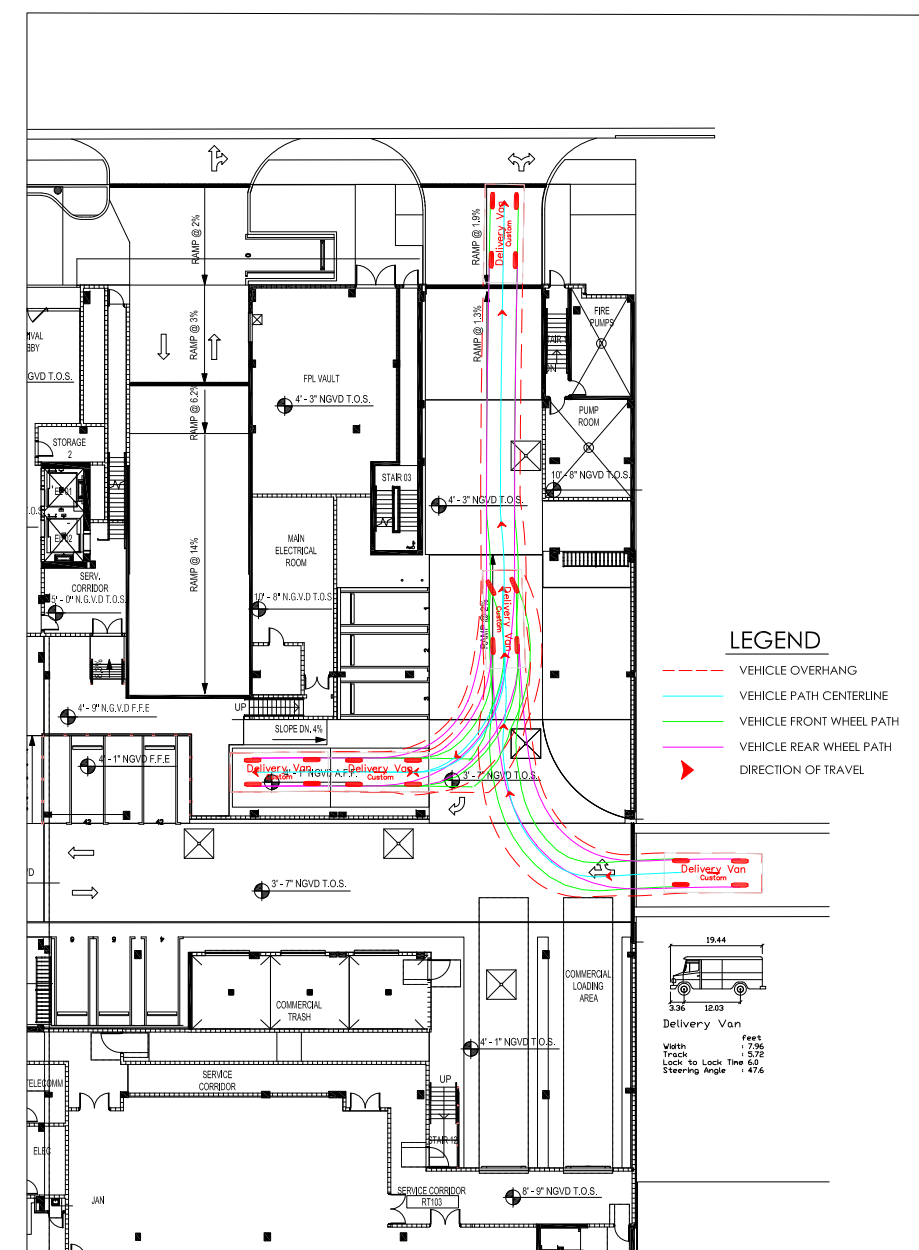
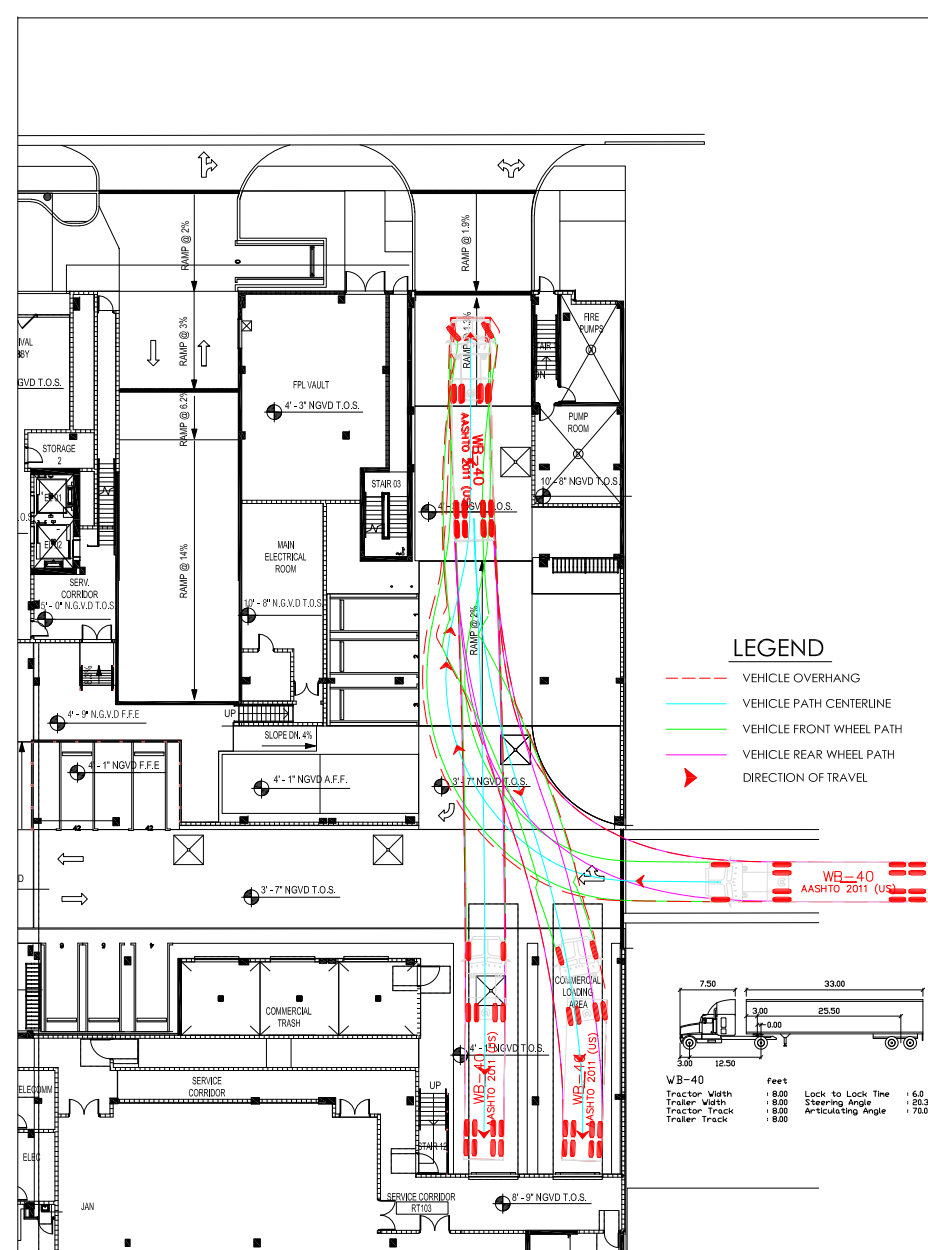
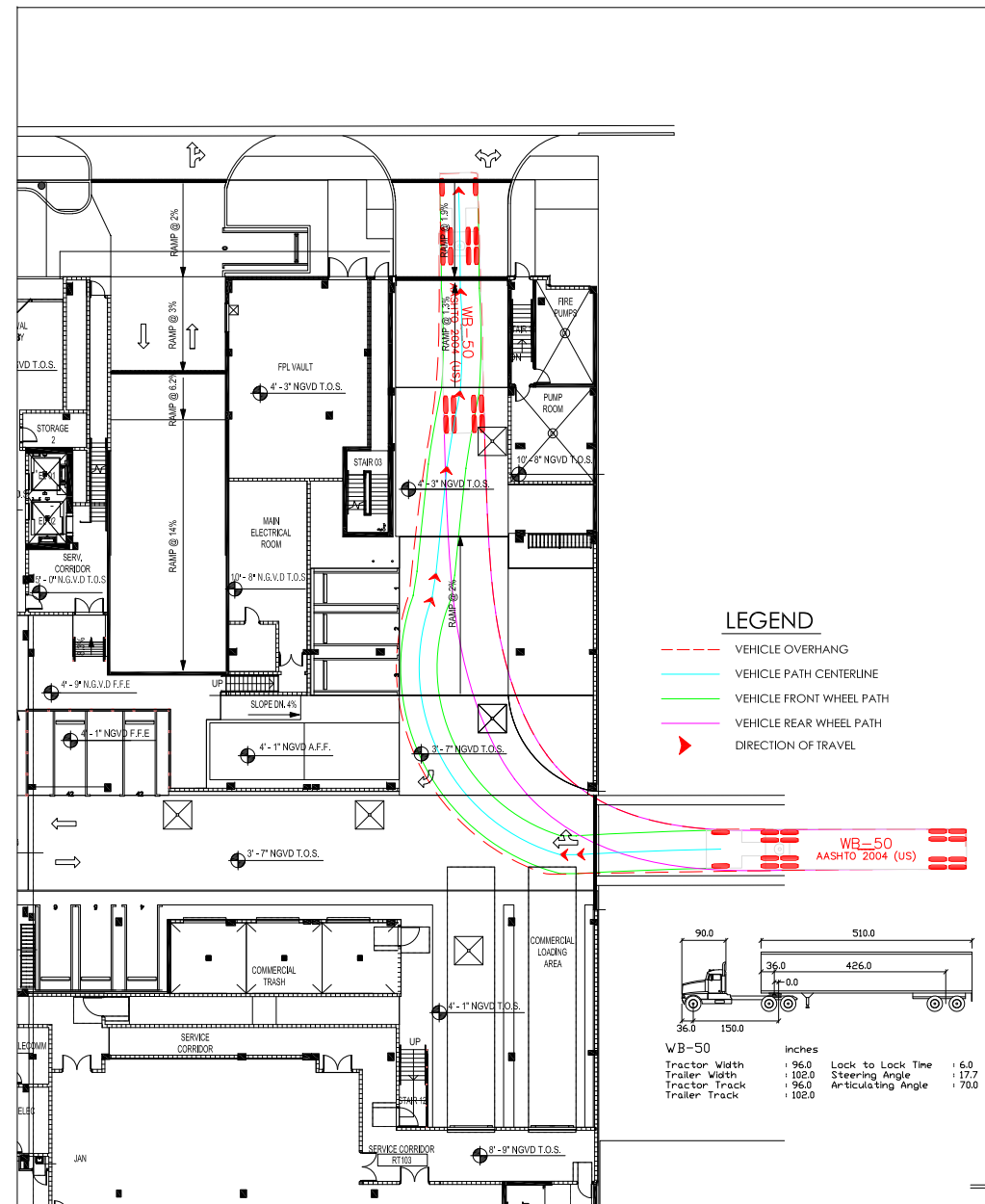
Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

- The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.
- N
The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.
- (X)
The estimate or margin of error is not applicable or not available.
- median-
The median falls in the lowest interval of an open-ended distribution (for example "2,500-")
- median+
The median falls in the highest interval of an open-ended distribution (for example "250,000+").
- **
The margin of error could not be computed because there were an insufficient number of sample observations.
- ***
The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.
- *****
A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.

Attachment B

Maneuverability Evaluation



WB-50 MANEUVERABILITY MODEL

WB-40 MANEUVERABILITY MODEL

DELIVERY VAN MANEUVERABILITY MODEL



DAVID PLUMMER & ASSOCIATES, INC.

TRANSPORTATION ○ CIVIL ○ STRUCTURAL ○ ENVIRONMENTAL
CORAL GABLES CORAL GABLES FL 33134 TELEPHONE (305) 447-0900 FAX (305) 444-4986
1750 PONCE DE LEON BLVD.
CERTIFICATE OF AUTHORIZATION EB 2690

REVISIONS:

CONTRACTOR SHALL VERIFY ALL DIMENSIONS &
LOCATE ALL UTILITIES BEFORE COMMENCING
WITH PROJECT.

PROJECT:

1177 KANE CONCOURSE

TITLE:

MANEUVERABILITY STUDIES

DATE	11/20/20
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DRAWN

DRAIN

CHECKED

APPROVED

PROJECT NO.	0100
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2122
SHEET NO.

SHEET NO.

A0-12





TOWN OF BAY HARBOR ISLANDS
Design Review Board
(APPLICATION FOR PLAN REVISION)

"PLEASE FILL OUT COMPLETELY"

Application is hereby made for plan revision as indicated below. I certify that all information is accurate. I understand that my plans must be reviewed and approved by staff prior to being placed on the agenda. I am aware that any error in indicating all the descriptive changes may result in the need for further plan revisions or inspection delays.

PROCESS/PERMIT NUMBER B20-000502

APPLICANT INFORMATION

Company 1177 Bay Harbor Islands, LLC

Name Steven Rosen Contact Number 321-217-7021

Address 3310 Mary Street, Ste 302

City Coconut Grove State FL Email Address srosen@terrargroup.com

OWNER / PROPERTY INFORMATION

Name 1177 Bay Harbor Islands, LLC Address 3310 Mary Street, Ste 302

Folio# 13-2227-001-3660 Lot 5 Thru 14 Block 21

Contact Number 305-416-4556 Email Address jgilg@terrargroup.com

DATE OF ORIGINAL APPROVAL ~ DRC: 4.13.2023 P&Z: _____

REVISION # _____ REVISION DATE: _____

ENTER SHEET # _____

Owner / Applicant given copy of Plan Revision Checklist (☒) Yes (☐) No

REVISION REVIEW FEE: \$350.00 Please make payment payable to The Town of Bay Harbor Islands

NOTE: If any application is disapproved, the Design and Review Board shall detail in its findings the criterion or criteria that are not met. The action taken by the Board shall be reduced to writing, signed by the Chairman, and a copy thereof made available to the applicant upon request. Any action taken by the Design and Review Board may be appealed to the Town Council, whose decision on appeal shall be final.

INCOMPLETE SUBMISSIONS WILL NOT BE PLACED ON THE AGENDA

ORDINANCE NO. 1042

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT AS AUTHORIZED UNDER THE FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT, SECTIONS 163.3220 – 163.3243 OF THE FLORIDA STATUTES, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC (“OWNER”) AND THE TOWN OF BAY HARBOR ISLANDS (“TOWN”), RELATING TO THE DEVELOPMENT OF APPROXIMATELY 1.96 ACRES OF LAND GENERALLY LOCATED AT 1177 KANE CONCOURSE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A,” ATTACHED AND INCORPORATED, FOR THE PURPOSE OF REDEVELOPMENT OF SUCH LAND FOR MIXED USES PERMITTED BY THE BAY HARBOR ISLANDS COMPREHENSIVE PLAN – FUTURE LAND USE MAP DESIGNATION AND TOWN’S ZONING AND PLANNING CODE, AS AMENDED, WITH SAID DEVELOPMENT TO BE IN ACCORDANCE WITH THE SITE PLAN APPROVED BY THE TOWN AND TO CONSIST OF UP TO 90 RESIDENTIAL DWELLING UNITS, UP TO 98,800 SQUARE FEET OF OFFICE SPACE, UP TO 14,900 SQUARE FEET OF COMMERCIAL SPACE, AND A MINIMUM OF 520 PARKING SPACES IN A BUILDING WITH A MAXIMUM HEIGHT OF 75 FEET; AND WITH SAID DEVELOPMENT AGREEMENT HAVING A TERM OF 10 YEARS AND ALSO MEMORIALIZING: (1) OWNER’S CONVEYANCE OF A WATERFRONT LOT AT 9600 WEST BAY HARBOR DRIVE TO THE TOWN FOR USE AS A PUBLIC PARK, (2) TOWN’S CONVEYANCE OF 24 TRANSFERRABLE DEVELOPMENT RIGHTS (TDRS) TO OWNER FOR USE AT 1177 KANE CONCOURSE, (3) CONDITIONS FOR THE TOWN’S PARTIAL ALLEY CLOSURE BETWEEN WEST BAY HARBOR DRIVE AND BAY HARBOR TERRACE AND OWNER’S PROVISION OF APPROPRIATE ACCESS EASEMENTS WITHIN SAID ALLEY, (4) TOWN’S APPROVAL OF A HEIGHT INCREASE FROM 65 FEET TO 75 FEET UNDER THE TOWN’S PUBLIC BENEFIT PROGRAM IN TOWN CODE SECTION 23-11(C)(8), BASED ON THE LISTED PUBLIC BENEFITS FROM OWNER; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is desirous of improving and revitalizing the stretch of Kane Concourse on the East Island of Bay Harbor Islands, which is the commercial core of the Town and where businesses serve residents of the entire surrounding community; and

WHEREAS, N/R Wharton Kane Concourse Property Owner, LLC (“Owner”) owns certain real property located at 1177 Kane Concourse and 9600 West Bay Harbor Drive, in the Town of Bay Harbor Islands, Florida, as more particularly described in **Exhibit A** attached hereto and incorporated herein (collectively, the “Property”); and

WHEREAS, Owner is proposing to redevelop the Property with a mixed-use development consisting of 90 residential units, 98,800 square feet of office space, 14,900

square feet of commercial space, and significant building amenities and ground-level outdoor improvements (collectively, the “Project”); and

WHEREAS, on August 20, 2019, the Planning and Zoning Board of the Town of Bay Harbor Islands issued site development plan approval for the Project; and

WHEREAS, the Town is authorized to entered into development agreements pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243 of the Florida Statutes; and

WHEREAS, the Town Manager and Owner have negotiated the terms of a proposed development agreement for development of the Project, a copy of which is attached hereto as **Exhibit B** and incorporated herein (“Development Agreement”); and

WHEREAS, the Development Agreement provides, among other provisions, the following terms and conditions:

- 1) Development of the Project will be in accordance with the site development plans approved by the Planning and Zoning Board.
- 2) The term of the Development Agreement is 10 years, and Owner must submit plans for a building permit within 18 months of the effective date.
- 3) The Owner will convey the waterfront lot at 9600 West Bay Harbor Drive to the Town for use as a public park.
- 4) The Town will convey 24 transferrable development rights (“TDRs”) to Owner for use in development of the Project, from the Town’s commercial bank of TDRs.
- 5) The Town will vacate and close that portion of the public right-of-way alley between West Bay Harbor Drive and Bay Harbor Terrace that lies within the Project, and Owner will provide appropriate easements to the Town and public for vehicular access and underground utilities.
- 6) The Town will approve a height increase from 65 feet to 75 feet under the Town’s Public Benefit Program in Town Code Section 23-11(c)(8), based on the following listed public benefits from the Owner:
 - a. Owner to upgrade sewer line in alley (estimated cost of \$513,000).
 - b. Owner to contribute a total of \$500,000 for park improvements at the new public waterfront park at 9600 West Bay Harbor Drive.

WHEREAS, the Town has determined that the Project will benefit the Town and the public and will serve as a catalyst in the Town’s continuing efforts to revitalize that stretch of Kane Concourse on the Town’s East Island, the Project is compatible with the mixed-use

character of this commercial core, and the Project will beautify the western entrance to the East Island by providing a new waterfront park open to the public; and

WHEREAS, lack of certainty in development approvals can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, assurance to a developer that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, having fully considered the Development Agreement at two duly noticed public hearings in compliance with the Florida Local Government Development Agreement Act, having determined that the Project and the Development Agreement are in compliance with the Bay Harbor Islands Comprehensive Plan and the Town's Zoning and Planning Code as of the effective date, and having further determined that it is in the Town's best interest to address the issues covered by the Development Agreement in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town, the Town has agreed to enter into the Development Agreement with Owner.

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

Section 1: That the recitals and findings contained in the Preamble to this Ordinance are adopted by reference and incorporated as if fully set forth in this Section.

Section 2: That the Development Agreement pursuant to Chapter 163, Florida Statutes, between Owner and the Town to govern the development of the Project is hereby approved.

Section 3: That the Town Manager is hereby authorized to execute the Development Agreement, in substantially the attached form, for said purpose.

Section 4: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

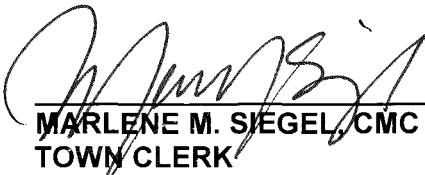
Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 12th day of November, 2019.

PASSED on Second Reading this 7th day of January, 2020.


STEPHANIE BRUDER
MAYOR

ATTEST:


MARLENE M. SIEGEL, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


FRANK SIMONE, ESQ.
TOWN ATTORNEY

EXHIBIT A
Legal Description of the Property

PARCEL A:

LOTS 7, 8, 9, 10 AND 11, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 9, 10 AND 11 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

PARCEL B:

LOTS 5, 6, 12, 13 AND 14, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 12, 13 AND 14 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

PARCEL C:

LOT 32, BLOCK 3 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____ 2020, by and between TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation (hereinafter, the "Town"), and N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company (hereinafter, the "Owner") (the Town and Owner are together referred to as the "Parties").

Recitals:

WHEREAS, the Town is a municipal corporation of the State of Florida with powers and authority conferred unto it under the Florida Constitution, the Municipal Home Rule Powers Act, the Florida Statutes, the Town of Bay Harbor Islands Charter, and the Town of Bay Harbor Islands Code of Ordinances; and

WHEREAS, the Town is desirous of improving and revitalizing the stretch of Kane Concourse on the East Island of Bay Harbor Islands, which is the commercial core of the Town and where businesses serve residents of the entire surrounding community; and

WHEREAS, the Owner owns that certain real property located at 1177 Kane Concourse, in the Town of Bay Harbor Islands, Florida, 9600 West Bay Harbor Drive, in the Town of Bay Harbor Islands, Florida, and other abutting properties, as are more particularly described in **Exhibit A** attached hereto (collectively, the "Property") and intends to redevelop the Property with a mixed-use development consisting of 90 residential units, 98,800 square feet of office space, 14,900 square feet of commercial space, and significant building amenities and ground-level outdoor improvements (collectively, the "Project"); and

WHEREAS, the Town has determined that the Project will benefit the Town and the public and will serve as a catalyst in the Town's continuing efforts to revitalize that stretch of Kane Concourse on the Town's East Island, the Project is compatible with the mixed-use character of this commercial core, and the Project will beautify the western entrance to the East Island by providing a new waterfront park open to the public; and

WHEREAS, lack of certainty in development approvals can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, assurance to a developer that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, having fully considered this Agreement at two duly noticed public hearings in compliance with the Florida Local Government Development Agreement Act, having determined that the Project and this Agreement are in compliance with the Town's Comprehensive Plan and Land Development Regulations as of the Effective Date, and having further determined

that it is in the Town's best interest to address the issues covered by this Agreement in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town, the Town has agreed to enter into this Agreement with the Owner.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby-agree as follows:

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

2. Authority. This Agreement is entered into pursuant to the authority and procedures provided by the Act.

3. Definitions. All capitalized terms in this Agreement shall have the definitions set forth in this Section unless such terms are defined elsewhere in the body of this Agreement.

3.1 "Act" shall mean the Florida Local Government Development Agreement Act (Sections 163.3220 - 163.3243, Florida Statutes (2019)).

3.2 "Base Parking Required" shall mean six hundred and forty five (645) parking spaces.

3.3 "Comprehensive Plan" shall mean the comprehensive plan that the Town has adopted and implemented for the redevelopment and continuing development of the Town pursuant to Chapter 163 Part II, of the Florida Statutes (2019).

3.4 "Development Order" shall mean any order granting, denying, or granting with conditions an application for a Development Permit.

3.5 "Development Permit" shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2019).

3.6 "Effective Date" is the date when the Town records the executed Agreement in the Public Records of Miami-Dade County, as provided for in Section 163.3239, Florida Statutes (2019), and Section 5 of this Agreement.

3.7 "Existing Zoning" means all ordinances, resolutions, regulations, the Comprehensive Plan, Land Development Regulations, and rules adopted by a local government having jurisdiction affecting the development of the Property, in effect as of the date of the Site Plan Approval, which comprise the effective zoning regulations governing development of the Property pursuant to this Agreement.

3.8 "Land Development Regulations" shall have the meaning set forth in Section 163.3221(8), Florida Statutes (2019) and shall also include, without limitation, the definition of "land development regulations" in Section 11-1 of the Town Code.

3.9 "Park Parcel" shall mean that portion of the Property known as 9600 West Bay Harbor Drive, as is more particularly described on **Exhibit B** hereto, and which Owner shall convey to the Town for a public park, as set forth in Section 8 herein.

3.10 “Parties” shall mean the Town and Owner, as defined herein, where both the Town and Owner may each be individually referred to as a Party herein.

3.11 “Project” shall mean the construction and development of the Property with a mixed-use development consisting of 90 residential units, 98,800 square feet of office space, 14,900 square feet of commercial space, activated roof deck, and significant building amenities and ground-level outdoor improvements, as is more particularly described in plans for the Project entitled *1177 Kane Concourse*, approved by the Town’s Planning and Zoning Board under the Site Plan Approval and incorporated herein by reference.

3.12 “Property” shall mean those parcels of real property legally described in **Exhibit A** hereto. From and after the partial alley closure pursuant to Section 10 herein, the Property shall also explicitly include all of the Owner’s right, title and interest in and to that portion of public right-of-way closed, vacated, abandoned, and discontinued for public use.

3.13 “Public Facilities” means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, streets, parking, and health systems and facilities.

3.14 “Town Charter” shall mean that version of the Charter of the Town of Bay Harbor Islands, Florida, which is in effect as of the Effective Date.

3.15 “Town Code” shall mean that version of the Code of Ordinances, Bay Harbor Islands, Florida, which is in effect as of the Effective Date.

3.16 “TDRs” shall mean transferable development rights in the Town, the use of which is governed by procedures set forth in Section 23-22.2 of the Town Code. TDRs for the purposes of this Agreement shall explicitly include TDRs in the Town’s reserve bank.

3.17 “Site Plan Approval” shall mean Resolution No. 2185 of the Planning and Zoning Board of the Town of Bay Harbor Islands, Florida, approving the site development plan application for the Project on August 20, 2019, which is incorporated herein by reference.

4. Purpose and Intent. The purpose of this Agreement is for the Town to authorize Owner to develop the Project on the Property, in accordance with the Town’s Comprehensive Plan and Land Development Regulations. This Agreement will establish the applicable Land Development Regulations, referred to as the “Existing Zoning,” that will govern development of the Project, thereby providing the Parties with additional certainty during the development process. This Agreement, among other things, is intended to and shall constitute a development agreement between the Parties pursuant to the Act.

5. Term of Agreement; Effective Date and Binding Effect. Within fourteen (14) days following approval at two public hearings and execution by all Parties, the Town shall record the Agreement in the Public Records of Miami-Dade County, Florida (the “Effective Date”). This Agreement shall have a term of ten (10) years from the Effective Date (the “Term”) and shall be filed with the Town Clerk. The Term of this Agreement may be extended by mutual consent of the Parties subject to a public hearing, pursuant to Section 163.3229, Florida Statutes (2019). This Agreement shall become effective on the Effective Date and shall constitute a covenant running

with the land that shall be binding upon, and inure to, the benefit of the Parties, their successors, assigns, heirs, legal representatives, and personal representatives.

6. Permitted Development.

6.1 Permitted Uses. The Property, excluding the Park Parcel, has a future land use designation of Commercial under the Town's Comprehensive Plan. The Property, excluding the Park Parcel, has a zoning designation of B-1 Business District under the Town's Land Development Regulations. The land use and zoning designations of the Property permit, among other things, multiple-family dwellings or apartments, hotels and related accessory uses, business and professional offices, retail, personal services, and restaurants. The Property may be used for all purposes permitted and regulated in these land use and zoning designations, as further set forth in the Town's Comprehensive Plan and Land Development Regulations. The Town finds that the Project, as proposed, is consistent with the uses permitted under this Agreement. Notwithstanding anything to the contrary in this Agreement, the permitted uses in the Project are subject to the following regulations:

(a) Owner voluntarily agrees to prohibit the use of "short-term" or "transient" rentals in the Project, which means any unit or group of units rented to guests for periods of less than six (6) months, or which is advertised or held out to the public as a place regularly rented to guests for periods of less than six (6) months. This short-term rental prohibition shall constitute a restrictive covenant that is binding on the Property and runs with the land to the Owner's successors and assigns.

(b) The Project shall be at a minimum certified as Silver by the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) standards or equivalent sustainability standards.

(c) Owner shall allow a self-parking option for all residents and office tenants in the parking garage of the Project, in addition to valet services.

(d) The Project shall not include any valet parking in existing on-street parallel parking spaces along Kane Concourse without separate Town approval.

(e) The Project shall include 17 additional parking stackers on the roof of the parking garage, where there is sufficient height clearance, to provide for a total of 56 stackers on the garage roof.

(f) The vehicular entrance to the Project from the existing alley, located on the east façade of the building, shall be increased to a minimum width of 25 feet.

(g) The Project shall not allow vehicles to make left turns from the parking garage outbound onto 97th Street. The Project shall not allow vehicles to make left turns from the alley outbound onto West Bay Harbor Drive. Notwithstanding the foregoing, the Town reserves the right to re-evaluate this traffic pattern after completion of the Project and to permit left turns as may be appropriate.

(h) If the Town Manager has a reasonable belief that there is an undue burden on traffic flow caused specifically by vehicles going to/from the Project, then Owner shall pay the reasonable costs for services of police or other Town-appointed personnel to direct traffic the particular location and times of the day where necessary to alleviate the undue burden. Owner shall not be required to pay for any services to direct traffic caused vehicles going to/from any other location, and as other projects are developed, the Town Manager shall review new traffic impacts and require that those developers contribute proportionally to the cost of any services discussed herein.

(i) Owner shall allow up to one (1) hour of free parking in the Project's parking garage, for at least the first ten (10) years after the Project obtains a certificate of occupancy.

(j) After completion of the Project, Owner shall be required to rent supplemental parking spaces from the Town in the parking garage located at 1165 95th Street, at the Town's established standard public rate for this garage ("Overflow Parking"), pursuant to the below parameters:

1) At any time when the Project is at least 75% occupied, if the Town Manager has a reasonable belief that the number of parking spaces provided in the garage is not sufficient for the Project, then Owner shall enter into an agreement with the Town to rent Overflow Parking equal to the demonstrated deficiency in the Project, unless in the opinion of the Town Manager Owner provides satisfactory evidence that there is no need for Overflow Parking through a parking occupancy study.

2) Upon the first date that the Project is 85% occupied, Owner shall enter into an agreement with the Town to rent Overflow Parking in the amount of 28 total spaces, based on the following formula: 85% of Base Parking Required (548) minus parking provided (520). Subsequent to the execution of this parking rental agreement for 28 spaces, Owner shall have the right to prepare a parking occupancy study that demonstrates whether all 28 spaces are necessary for Overflow Parking. If, in the opinion of the Town Manager, Owner provides satisfactory evidence that there is no need for all 28 spaces or a portion of the 28 spaces of Overflow Parking required under this subsection, then Owner shall be released from all or a portion of the obligation to rent 28 spaces.

3) Upon the first date that the Project is 95% occupied, Owner shall enter into an agreement with the Town to rent Overflow Parking in the amount of 93 total spaces, based on the following formula: 95% of Base Parking Required (613) minus parking provided (520). Subsequent to the execution of this parking rental agreement for 93 spaces, Owner shall have the right to prepare a parking occupancy study that demonstrates whether all 93 spaces are necessary for Overflow Parking. If, in the opinion of the Town Manager, Owner provides satisfactory evidence that there is no need for all 93 spaces or a portion of the 93 spaces of Overflow Parking required under this subsection, then Owner shall be released from all or a portion of the obligation to rent 93 spaces.

In no case shall the amount of Overflow Parking required exceed 125 spaces, based on the following formula: Base Parking Required (645) minus on-site parking provided (520). Owner shall establish any and all Overflow Parking spaces as the preferred valet parking location so as to free up to maximum number of on-site spaces in the Project garage for self-parking.

(k) In the event of a hurricane, tropical storm, or other natural disaster, the Town may be permitted to use reasonable portions of the office space in the Project for a temporary emergency operation center if necessary and if adequate office space is available at the time of the event.

6.2 Density, Intensity, and Height. The maximum density, intensity, and height for any development on the Property shall be regulated by the Town's Comprehensive Plan and Land Development Regulations. At the Property, the maximum residential density is 80 dwelling units per acre and the maximum height is 75 feet, pursuant to relevant procedures for TDRs and bonus height. The intensity of development is limited by setbacks, height, building length, and other provisions of the Land Development Regulations. The Town finds that the Project, as proposed, is consistent with the density, intensity, and height permitted under this Agreement.

6.3 Development Approval. Owner shall be permitted to develop the Project for the duration of this Agreement. No further review by the Planning and Zoning Board shall be required for the Project to obtain building permits from the Town so long as "final working plans" for the Project, as defined in the Town Code, are submitted to the Town within eighteen (18) months of the Effective Date, and the final working plans are substantially in accordance with the plans for the Project approved by the Planning and Zoning Board. Modifications to the Project shall be permissible pursuant to procedures set forth in the Site Plan Approval and Town Code.

6.4 Performance/Demolition Bond. Owner agrees that, as a condition of master building permit issuance for the Project, Owner shall post a reasonable performance/demolition bond, letter of credit, or its equivalent in a form approved by the Town, to ensure that if construction of the Project commences but is later abandoned and not completed during the Term, then the Town may elect to use the posted amount for demolition of any partially-completed improvements on the Property and to restore the Property to its condition on the Effective Date (the "Bond"). Any obligations under the Bond shall be null and void and of no further effect once the Project receives its first temporary/permanent certificate of occupancy. It is further understood and agreed that the time at which the Project is deemed "abandoned" for purposes of the Bond may be extended beyond the expiration of the Term by the Town for good and sufficient cause.

6.5 Construction Staging. During construction of the Project, the Town shall allow Owner to temporarily use a nearby lot for construction staging and lay-down purposes, pursuant to an executed lease mutually agreed upon by the Parties, which requires no rent payments, has Owner indemnifying and holding harmless the Town for any acts or omissions during Owner's temporary use of the lot, and requires that Owner restore the lot to its previous condition (including resurfacing, if necessary) after the Owner's construction staging use ends. Notwithstanding the above, Owner's construction staging shall not occur on the Park Parcel.

7. Prohibition on Downzoning.

7.1 The Comprehensive Plan in effect on the Effective Date, the Existing Zoning, and this Agreement shall govern development of the Project for the duration of this Agreement. The Town's laws and policies adopted after the Effective Date may be applied to the Project only if the determinations required by Section 163.3233(2), Florida Statutes (2019) have been made after thirty (30) days written notice to the Owner and following a public hearing or as otherwise provided herein.

7.2 Pursuant to the Act, this prohibition on downzoning supplements, rather than supplants, any rights that may vest to the Owner under Florida or Federal law. As a result, the Owner reserves the right to challenge any subsequently adopted changes to the Land Development Regulations that are in conflict with this Agreement based on (a) common law principles including, but not limited to, equitable estoppel and vested rights, or (b) statutory rights which may accrue by virtue of Chapter 70, Florida Statutes (2019).

8. Park Conveyance. Owner shall convey the Park Parcel to the Town, granting all right, title, and interest in the Park Parcel to the Town, said conveyance to occur by deed in substantially the form attached hereto as **Exhibit C** (the "Park Conveyance").

9. Transfer of Development Rights. The Town shall provide Owner with twenty-four (24) TDRs from the Town's reserve bank of commercial TDRs for Owner to utilize to develop the Project (the "TDR Transfer"). Pursuant to Town Code Section 23-22.2(c), the Council may develop an alternative value method for reserve bank TDRs consistent with the goals, objectives, and vision of the Town; which in this case is based on the value added by establishing a new public waterfront park on the Park Parcel.

10. Alley Closure. The Town shall permanently vacate and close the public right-of-way within the Property, in accordance with the below terms (the "Alley Closure"):

10.1 The Town shall close, vacate, abandon, and discontinue for public use that certain portion of public right-of-way 20 feet in width between West Bay Harbor Drive and Bay Harbor Terrace, within Block 21, according to the Plat of Bay Harbor Island, as recorded at Plat Book 46, Page 5, which is more particularly described on **Exhibit D** hereto (the "Partial Alley"). When closed and vacated, the Town agrees that all reversionary rights to the Partial Alley shall accrue to the Owner as the owner of all platted subdivision lots abutting the Partial Alley.

10.2 Following the Alley Closure, Owner shall allow continued vehicular and pedestrian access to the Partial Alley consistent with its use on the Effective Date until such time that construction commences on the Project.

10.3 As a condition of approving the vacation and closure of the Partial Alley, the Town hereby reserves an easement interest in the sanitary sewer line running under the Partial Alley, and Owner agrees to execute an easement to memorialize the perpetual rights of the Town to access, maintain, and repair the sanitary sewer line running under the Partial Alley within the Project, with Owner retaining the obligation to restore areas of work to a condition at least equal to its prior condition after the Town fills in any portions of the Partial Alley excavated to complete work on the sewer (the "Sewer Easement"). Owner shall deliver the executed Sewer Easement prior to issuance of a building permit for the Project.

10.4 As a condition of approving the vacation and closure of the Partial Alley, prior to the date that Owner obtains a building permit for the Project, Owner shall also grant the Town a perpetual easement for alternative ingress/egress to the alley on Block 21, to be held open to the public for vehicular use, said easement to be in substantially the form attached hereto as **Exhibit E** (the "Access Easement").

11. Terms of Park Conveyance, TDR Transfer, and Alley Closure. Prior to final Town Council approval of this Agreement, Owner shall deliver to the Town an executed deed for the Park Conveyance ("Park Deed"). The Town agrees to hold the Park Deed in escrow and not record the deed until this Agreement is final and all applicable periods to challenge or appeal the validity or legality of this Agreement have expired without any such challenge or appeal being filed or initiated. After receipt of the Park Deed and simultaneously to Town Council consideration of this Agreement, the Town shall consider separate resolution(s) approving the Alley Closure and the TDR Transfer as may be necessary, it being understood that the Park Deed shall not be taken out of escrow and recorded until the Alley Transfer and the TDR Transfer are also finalized and non-appealable. Owner and Town agree that the Park Conveyance shall constitute the consideration for the TDR Transfer and Alley Closure, based on the following valuations:

	Town to Receive	Value	Owner to Receive	Value
	Park Parcel	\$2,550,000	24 Commercial TDRs (\$65,000 per TDR)	\$1,560,000
			Partial Alley (net)	\$841,000
Totals		\$2,550,000		\$2,401,000

12. Public Benefits for Bonus Height. Pursuant to Town Code Section 23-11(c)(8), Owner seeks to utilize the Town's Public Benefits Program to obtain an additional 10 feet of bonus height for the Project up to a maximum 75 feet of "building height," as defined in the Town Code. The Town shall consider the following as public benefits that serve a public purpose in Owner's request for 10 feet of bonus height:

12.1 Sewer Upgrade. Although it is not necessary to increase sanitary sewer capacity to service the Project, Owner agrees to be solely responsible for upgrading the existing 15-inch VCP sanitary line that runs in the Partial Alley to a new 18-inch sanitary line during construction of the Project (the "Sewer Upgrade"). The Sewer Upgrade shall extend from Manhole 77 in West Bay Harbor Drive to Manhole 67 in Bay Harbor Terrace. The estimated cost of the Sewer Upgrade is Five Hundred Thirteen Thousand Dollars (\$513,000).

12.2 Park Contribution. Owner shall pay the Town a total of Five Hundred Thousand Dollars (\$500,000) to be used exclusively for design, planning and/or development of a new waterfront park on the Park Parcel (the "Park Contribution"). The Park Contribution shall be paid in full prior to issuance of a building permit for the Project.

12.3 Surplus Park Contribution. Under the terms of the Park Conveyance set forth in Section 11 herein, the Town is receiving One Hundred Forty Nine Thousand Dollars (\$149,000) in net surplus value. In addition to the cash payment of \$500,000 described in Section

12.2 above, Owner shall allow the Town to retain this net surplus value for design, planning and/or development of a new waterfront park on the Park Parcel.

13. Development Permits. Provisions of this Agreement may require that the Town and its boards, departments or agencies, take certain governmental actions, acting in their governmental capacity, to issue certain Development Permits for the Owner to develop the Project in accordance with the Existing Zoning and this Agreement. The Project may also require additional permits or approvals from County, State or Federal governments or any division thereof. Subject to required legal processes and approvals, the Town shall make a good faith effort to take all reasonable steps to cooperate with and facilitate all such approvals. Such permits and approvals for the Project may include, without limitation, the following:

- 13.1 Town Site Plan Approval;
- 13.2 Town approval of Partial Alley closure;
- 13.3 Town approval of TDR transfer;
- 13.4 Town approval of Owner's contributions to the Town's Public Benefit Program in exchange for 10 feet of additional bonus height;
- 13.5 A Covenant-in-Lieu of Unity of Title and/or Unity of Title and/or Declaration of Restrictions for the Property;
- 13.6 Water and sanitary sewage agreement(s);
- 13.7 Paving and drainage plans and permits;
- 13.8 Demolition permits;
- 13.9 County transit approvals;
- 13.10 State of Florida Department of Transportation (FDOT) right-of-way permits or other approvals;
- 13.11 Building permits;
- 13.12 Certificates of use and/or occupancy;
- 13.13 Stormwater permits; and
- 13.14 Any other official action of the Town or other government agency having the effect of permitting or authorizing the Project on the Property.

14. Applications for Development Approvals and Permits. Following the Effective Date of this Agreement, the Owner will initiate and diligently pursue all applications for Development Orders and Development Permits that may be necessary for the Project but that were not previously initiated or completed. The Town shall process any such Development Permit and Development Order applications in a timely fashion and join in application(s) as may be necessary. Notwithstanding the foregoing, Owner shall be solely responsible for obtaining all final, non-appealable Development Orders and Development Permits for the Project.

15. Compliance with Local Regulations Regarding Development Permits. The Owner and the Town agree that the failure of this Agreement to address a particular permit, approval, procedure, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with the law or regulation governing said permitting requirements, conditions, fees, terms or restrictions, subject to the terms of Section 7 of this Agreement.

16. Reservation of Rights. This Agreement shall not affect any rights that may have accrued to any party to this Agreement under applicable laws and each party hereto reserves any and all of such rights.

17. Consistency with the Town's Comprehensive Plan. The Town has adopted and implemented the Comprehensive Plan. The Town hereby finds and declares that the provisions of this Agreement dealing with the Property and the Project are consistent with the Town's Comprehensive Plan and Land Development Regulations (subject to all applicable requirements, permits and approvals).

18. Concurrency. As of the Effective Date, Owner is conducting an extensive analysis of the Public Facilities available to serve the Project. In the event that the Existing Zoning or the Comprehensive Plan requires Owner to provide additional Public Facilities to accommodate the Project, Owner will provide such Public Facilities consistent with the timing requirements of Section 163.3180, Florida Statutes (2019). Owner shall be solely responsible for obtaining all land use permits, including, but not limited to, all permits and approvals required pursuant to Section 163.3180, Florida Statutes (2019), with respect to concurrency requirements for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and schools (the "Concurrency Requirements"). Prior to obtaining its building permit for the Project, Owner shall apply to the appropriate governmental authorities and obtain letters or other evidence that Owner has obtained all applicable Concurrency Requirements, and shall diligently and in good faith obtain such letters or other evidence that the Project meets all applicable Concurrency Requirements and shall pay such impact fees as may then be due or applicable to meet Concurrency Requirements.

19. Annual Review. Pursuant to Section 163.3235, Florida Statutes (2019), the Town shall review the Property subject to this Agreement once every twelve (12) months, commencing 12 months after the Effective Date. The Town shall begin the review process by giving notice to Owner, a minimum of thirty (30) days prior to the anniversary date of the Agreement, of its intention to undertake the annual review of this Agreement. Any information required of Owner during an annual review shall be limited to that necessary to determine the extent to which the Owner is proceeding in good faith to comply with the terms of this Agreement.

20. Default. A Party shall be in default under this Agreement if said Party fails to perform or breaches any term(s), covenant(s) or condition(s) of this Agreement, which breach is not cured within thirty (30) days after receipt of written notice from another Party specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, then the Party shall not be in default if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion. It shall not be a default under this Agreement if any Party is declared bankrupt by a court of competent jurisdiction. All rights and obligations in this Agreement shall survive such bankruptcy of any Party. The Parties hereby forfeit any right to terminate this Agreement upon the bankruptcy of a Party. For

purposes of clarity, the Project may be developed by multiple parties in multiple phases. Any actual or alleged default by a developer of a portion(s) or phase(s) of the Project, including without limitation the Owner, shall not cause, nor be treated, deemed, or construed as a default by another developer or Party with respect to any other portion(s), phase(s) or component(s) of the Project. Neither Party may terminate this Agreement upon the default by another Party, but shall have all remedies enumerated herein. Upon occurrence of a default by a Party to this Agreement not cured within the applicable grace period, the Town and Owner agree that any Party may seek specific performance of this Agreement, and that seeking specific performance shall not waive any right of such Party to also seek monetary damages, injunctive relief or any relief other than termination of this Agreement. The Town hereby acknowledges that any claim against the Town for damages under this Agreement is not limited by sovereign immunity or similar liability limitation.

21. Strict Performance; Waiver. No failure by the Town or Owner to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's default or an event of default hereunder shall constitute a waiver of any such default, event of default or of such other covenant, agreement, term or condition hereunder.

22. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the Town at: Attn: J.C. Jimenez
 Town Manager
 Town of Bay Harbor Islands
 9665 Bay Harbor Terrace
 Bay Harbor Islands, Florida 33154

With a copy to: Attn: Frank C. Simone, Esq.,
 Town Attorney
 Town of Bay Harbor Islands
 701 Brickell Avenue, Suite 1550
 Miami, Florida 33131

If to Owner at:	Attn: David E. Eisenberg Chief Executive Officer Wharton Equity Partners, LLC 3250 NE 1 st Avenue, Suite 211 Miami, FL 33137	Attn: Benjamin Yorker Vice President, Development Northwood Ravin 127 Scaleybark Road Charlotte, NC 28209
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With a copy to: Attn: Neisen O. Kasdin, Esq.
 Akerman LLP
 Three Brickell City Centre
 98 SE 7th Street, Suite 1100
 Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in U.S. mails. Terms of this Section shall survive the termination of this Agreement.

23. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The Owner and the Town agree that Miami-Dade County, Florida is the appropriate and exclusive state court venue, and that the U.S. District Court, Southern Division of Florida is the appropriate and exclusive federal court venue, in connection with any litigation between the Parties with respect to this Agreement. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the Parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded and the use of any gender shall include every other and all genders. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the Parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. BY ENTERING INTO THIS AGREEMENT THE TOWN AND OWNER EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

24. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

25. Time of Essence. Time shall be of the essence for each and every provision hereof.

26. Entire Agreement. This Agreement, together with the documents referenced herein, constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. Neither party shall be bound by any agreement, condition, warranty nor representation other than as expressly stated in this Agreement. This Agreement may not be changed, altered or modified except by an instrument in writing signed by both Parties hereto, subject to the requirements for the amendment of development agreements in the Act.

27. Assignment and Transfer. This Agreement shall be binding on the Owner and its heirs, successors and assigns, including the successor to or assignee of any interest in the Property. Notwithstanding the foregoing, prior to the receipt of a temporary certificate of occupancy ("TCO") for the Project, the Town shall have the right, in its discretion not to be unreasonably withheld, to approve any successor to Owner prior to the full transfer, sale or assignment of the Property by Owner (a "Transfer"), provided, however, such prior approval shall not be required for: (i) any partial Transfer of the Property provided, however, that Northwood or Wharton have decision making powers with the Town as provided in this Agreement and in the development of the Project following such Transfer, and whether through direct or indirect ownership of Owner or contractual rights regarding the development of the Project; (ii) any full Transfer of the Property by Owner to any affiliate of Northwood or Wharton provided, however, that Northwood or

Wharton have decision making powers with the Town in this Agreement and in the development of the Project following such Transfer; (iii) any investment by a third party in Owner or divestiture by Owner to a third party, provided, however, that Northwood or Wharton have decision making powers with the Town as provided in this Agreement and in the development of the Project following such investment or divestiture; or (iv) any financing of the Property or the Project obtained by Owner (a "Project Loan"), which may include the collateral assignment of this Agreement and Owner's rights and obligations hereunder as security for such Project Loan and the exercise of those rights and obligations by the lender providing the Project Loan following any enforcement action taken pursuant to the collateral assignment. Furthermore, in connection with any Project Loan, the Town agrees to acknowledge any such collateral assignment in writing for the benefit of such lender and, upon receiving the necessary contact information, to provide such lender with a copy of any notice of default being provide to Owner under the terms of this Agreement and to permit such lender to cure any such default by Owner. Following the receipt of a TCO, Owner may Transfer all or any portion of the Property or of itself without the prior consent of the Town. Owner agrees to provide the Town with written notice of any full Transfer of the Property, which notice shall include a copy of the written assumption of all applicable rights and obligations under this Agreement by the transferee, and thereafter the transferor shall be released from all such obligations assumed by such transferee.

28. Police Power.

28.1 The Parties hereto recognize and agree that certain provisions of this Agreement require the Town and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the Town's jurisdiction under the police power. Nothing contained in this Agreement shall entitle the Owner to compel the Town to take any such actions, save and except the consents, if applicable, to the filing of such applications for Development Permits or Development Orders, as more fully set forth herein, and to timely process such applications.

28.2 The Parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing in this Agreement shall be construed to prohibit the Town from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Project or the Property.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered
in the presence of:

TOWN OF BAY HARBOR ISLANDS,
a Florida municipal corporation

Aloixe
Print Name: ALOIXE SOSA

By: *J.C. Jimenez*

M
Print Name: GUARRACINO, MARCELA

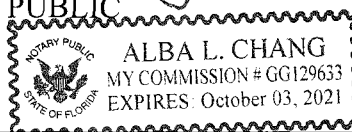
Name: J.C. Jimenez

Attest: *M. M. Siegel*
Town Clerk Marlene M. Siegel

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2020, by J.C. Jimenez, as TOWN MANAGER of the TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation, on behalf of the municipal corporation. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.

Alba L. Chang
NOTARY PUBLIC



Typed or Printed Name of Notary

My Commission expires:

Serial No., if any: 66129633

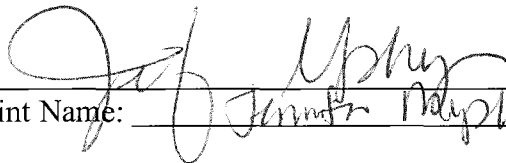
EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered
in the presence of:

**N/R WHARTON KANE CONCOURSE
PROPERTY OWNER, LLC,**
a Delaware limited liability company


Print Name: MICHAEL WILSON

By: 

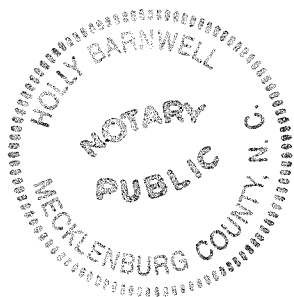

Print Name: Jennifer Murphy

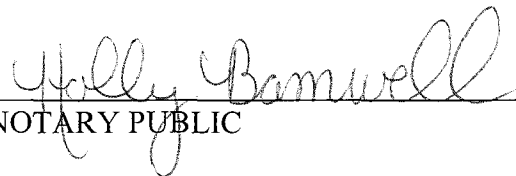
Name: BEN YORKER

Title: VICE PRESIDENT

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

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 6th day of February, 2020, by Ben Yorker, as Vice President of N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.




NOTARY PUBLIC

Holly Barnwell
Typed or Printed Name of Notary
My Commission expires: April 24, 2023
Serial No., if any: _____

EXHIBIT A**LEGAL DESCRIPTION:****PARCEL A:**

LOTS 7, 8, 9, 10 AND 11, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 9, 10 AND 11 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

PARCEL B:

LOTS 5, 6, 12, 13 AND 14, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 12, 13 AND 14 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

PARCEL C:

LOT 32, BLOCK 3 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

EXHIBIT B

LEGAL DESCRIPTION:

LOT 32, BLOCK 3 OF "BAY HARBOR ISLAND", ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF
THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS,
FLORIDA.

Prepared by:
Nicholas J. Barshel, Esq.
Akerman LLP
98 Southeast Seventh Street
Miami, FL 33131

After recording, return to:
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Folio Number: 13-2227-001-0790

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 2nd day of December, 2019, by N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company (the "**Grantor**"), whose mailing address is 127 Scaleybark Road, Charlotte, NC 28209, to the TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation (the "**Grantee**"), whose address is 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver to Grantee, its successors and assigns forever, the real property located in Bay Harbor Islands, Miami-Dade County, Florida (the "**Property**") described in **Exhibit A** attached hereto.

TOGETHER WITH all improvements, easements, licenses, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Property, unto Grantee, and Grantee's successor and assigns, in fee simple forever.

SUBJECT TO the easements, restrictions, agreements, reservations and other matters of record, none of which are deemed to be extended or re-imposed by this reference, and all real estate taxes for 2020 and all subsequent years.

AND GRANTOR does hereby covenant with and warrant to Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does fully warrant the title to the Property subject to the matters referred to above and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but none others.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed as of the date first above written.

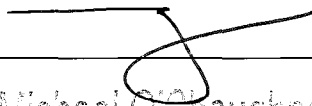
Signed, sealed and delivered in the presence of:

GRANTOR:

N/R WHARTON KANE CONCOURSE
PROPERTY OWNER, LLC, a Delaware Limited
Liability Company



Printed Name: CHRIS CARROLL

By: 

Name: Michael O'Shaughnessy

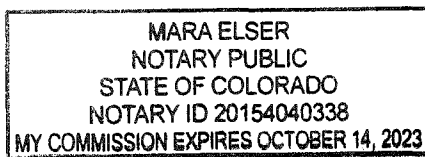
Title: Managing Director



Printed Name: BRIAN CLEARY

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 2019, by MICHAEL O'SHAUGHNESSY, as MANAGING DIRECTOR of N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, being the Grantor, who is [☒] personally known to me or [☐] who has produced a driver's license as identification.




Name: MARA ELSER
Notary Public, State of COLORADO
My commission expires: 10/14/2023

EXHIBIT A

LEGAL DESCRIPTION OF LAND

LOT 32, BLOCK 3 OF "BAY HARBOR ISLAND", ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF
THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS,
FLORIDA.

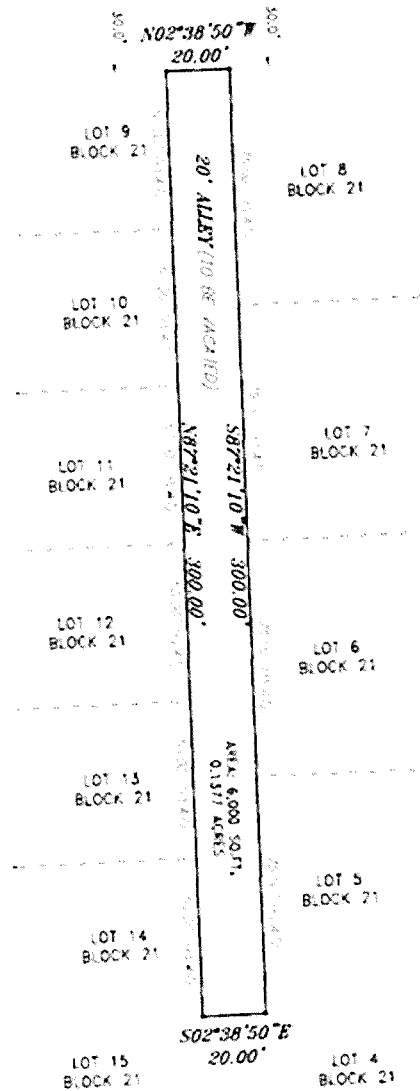
EXHIBIT D**COUSINS SURVEYORS & ASSOCIATES, INC.**

3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION: LR # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 8194-16

CLIENT :

DSS

LAND DESCRIPTION AND SKETCH**WEST BAY HARBOR DRIVE****LAND DESCRIPTION**

THAT 20.00 FOOT ALLEY LOCATED SOUTH OF AND ADJACENT WITH LOTS 3, 4, 5 AND 6, BLOCK 21, AND NORTH OF AND ADJACENT WITH LOTS 9, 10, 11, 12, 13 AND 14, BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF HAMILDADE COUNTY, FLORIDA.

Said lands situate, lying and being in HAMILDADE COUNTY, FLORIDA, CONTAINING 8,000 SQUARE FEET MORE OR LESS.

LEGEND

ELD INCLUDED BY
OWN DRAWN BY
FB/PG FIELD BOOK AND PAGE
PLAN PLAT BOOK
B.M. BENCHMARK, COUNTY RECORDED
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

NOTES

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PAID SEAL OF A FLORIDA LICENSED SURVEYOR AND PARTER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RECORDS-OF-DEED, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE SURVEYOR.
5. BENCHMARKS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 13, BLOCK 21 "BAY HARBOR ISLAND", P.B. 46, P. 5, MIDDLE, AND LINE BEARS N02°38'50"E.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY CERTIFICATION IN JUNE, 2018. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 460.01 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 460.01, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY:

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND PARTER
FLORIDA REGISTRATION NO. 4768

REVISIONS	DATE	FB/PG	OWN	ELD
LAND DESCRIPTION AND SKETCH	06/21/18	-----	JB	REC

**LAND DESCRIPTION
AND SKETCH FOR
A PORTION OF A
20 FOOT ALLEY
(TO BE VACATED)**

PROPERTY ADDRESS :

11777 LAND CONCORDS

SCALE: 1" = 40'

SHEET 1 OF 1

EXHIBIT E

**This instrument prepared by and
after recording return to:**

*Nicholas J. Barshel, Esq.
Akerman LLP
98 Southeast Seventh Street
Miami, FL 33131*

(Reserved for Clerk of Court)

PUBLIC ACCESS EASEMENT

THIS PUBLIC ACCESS EASEMENT (the "Easement") is made this ____ day of _____, 20____ by N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company ("Grantor"), in favor of the TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain real property located in the Town of Bay Harbor Islands, Miami-Dade County, Florida, which is more particularly described in the attached **Exhibit A** ("Property"); and

WHEREAS, Grantor is constructing a mixed-use development on the Property, consisting of multifamily dwelling units, office space, commercial space, and significant other building amenities and ground-level outdoor improvements, as is depicted in that plan set entitled *1177 Kane Concourse*, and dated August 15, 2019, which is on file with the Town of Bay Harbor Islands and incorporated herein by reference; and

WHEREAS, in furtherance of the Project, Grantee has agreed to vacate, abandon, and discontinue for public use a portion of the 20 foot-wide public alley extending between West Bay Harbor Drive and Bay Harbor Terrace ("Alley"), which lies within the Property; and

WHEREAS, Grantor has agreed to grant a non-exclusive perpetual easement to Grantee with respect to the Easement Area (defined below) for the purpose of maintaining a vehicular access route from the Alley to the public right-of-way known as 97th Street; and

NOW THEREFORE, Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a non-exclusive perpetual easement for the benefit of the Grantee and of the general public, in, upon, and through the land in Miami-Dade

County, Florida, more particularly described in **Exhibit B** attached hereto and made part hereof ("Easement Area"), for the express purpose of public access and use as a vehicular egress route from the Alley to 97th Street along a paved driveway.

It is understood and agreed that, in conjunction with Grantor's development of the Project, Grantor shall construct on and improve the Easement Area with a paved driveway in accordance with the plans approved by the Grantee as part of the Project. Grantor's maintenance obligations in the Easement Area shall include, but are not to be limited to, all maintenance and repair of all improvements constructed under a duly issued permit from the Grantee, and ensuring that the same are maintained in a safe and well-kept manner, so as not to pose a safety hazard to the public and to be aesthetically pleasing in this highly visible location.

Grantor shall maintain the right to construct and install features and improvements of the Project over, under, around, and within the Easement Area; provided, however, that a continuous, unobstructed way of vehicular passage, extending horizontally twenty (20) feet in width and vertically fourteen (14) feet in height, shall remain at all times ("Alley Egress"). No improvements, features, obstructions or encroachments of any kind shall be permitted within the Alley Egress, except for (i) protrusions and other improvements required by law (e.g. life safety apparatus), (ii) temporary obstructions for such periods of time as may be reasonably required for repairs and maintenance to the Easement Area and/or the improvements located therein, or (iii) temporary closures under emergency circumstances.

Grantor, its successors and/or assigns, do hereby indemnify, defend and hold harmless, at Grantor's sole cost and expense, Grantee, its officials and employees, from and against any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of suit incurred in connection with such claims), arising out of, or resulting from, the injury to or the death of any person, or damage or loss to the property of any person, caused by the negligent or wrongful act or omission of Grantor, its authorized agents or employees, in performing (or failing to perform) its maintenance obligations with respect to the Easement Area as required herein, and/or by the failure of Grantee to comply with all applicable laws, rules, codes and regulations relative to arising by virtue of the relocation of a public right-of-way from the Alley onto the Property in certain locations, including, without limitation, the Florida Building Code.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, and Grantor will defend the title to the lands within the Easement Area against all persons claiming by, through or under Grantor. Grantor hereby reserves the right to use the Easement Area for Grantor's own benefit and all other rights of ownership in and to the Easement Area, including without limitation the right to grant further easements therein so long as the same are consistent with the use and rights granted to Grantee hereunder; providing, however, that the benefits herein granted to the general public shall not be interfered with or diminished except in some minor or incidental manner when necessary, and those rights exercised by Grantor are not inconsistent with the use and rights granted to Grantee hereunder.

The Easement is to be governed by and construed under the laws of the State of Florida. Any claims, actions or proceedings arising between the Grantor and Grantee under the Easement

shall be instituted and maintained in Miami-Dade County, Florida. Each party shall bear their own attorney's fees.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

**N/R WHARTON KANE CONCOURSE
PROPERTY OWNER, LLC,**
a Delaware limited liability company

Print Name: Daniel Rabin

By: [Signature]

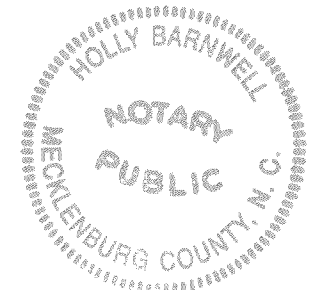
Print Name: Ben Yorker

Name: BEN YORKER

Title: VICE PRESIDENT

STATE OF North Carolina)
Mecklenburg) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of March, 2020, by Ben Yorker, as Vice President of N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.



Holly Barnwell
NOTARY PUBLIC

Holly Barnwell
Typed or Printed Name of Notary
My Commission expires: April 24, 2023
Serial No., if any: _____

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTEE:

TOWN OF BAY HARBOR ISLANDS,
a Florida municipal corporation

Aloixe
Print Name: ALOIXE SOSA

By: [Signature]

[Signature]
Print Name: GUARBAINO, MARCELA

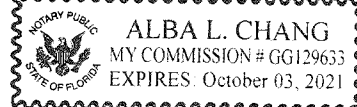
Name: JC. Jimenez

Attest: [Signature]
Town Clerk

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2020, by JC JIMENEZ, as TOWN MANAGER of the TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation, on behalf of the municipal corporation. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.

[Signature]
NOTARY PUBLIC



Typed or Printed Name of Notary

My Commission expires:

Serial No., if any: 66 129633

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL A:

LOTS 7, 8, 9, 10 AND 11, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 9, 10 AND 11 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.

PARCEL B:

LOTS 5, 6, 12, 13 AND 14, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 12, 13 AND 14 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.

AND

THAT 20.00 FOOT ALLEY LOCATED SOUTH OF AND ADJACENT WITH LOTS 5, 6, 7 AND 8, BLOCK 21, AND NORTH OF AND ADJACENT WITH LOTS 9, 10, 11, 12, 13 AND 14, BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MAIMI/DADE COUNTY, FLORIDA.

EXHIBIT B LEGAL DESCRIPTION OF THE EASEMENT AREA

	COUSINS SURVEYORS & ASSOCIATES, INC.	PROJECT NUMBER : 8194-16
	3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION : LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799	CLIENT : DSS

LAND DESCRIPTION AND SKETCH

LAND DESCRIPTION:

A PORTION OF LOT 5 AND LOT 14, BLOCK 21 AND THE PORTION OF THAT 20.00 FOOT ALLEY (TO BE VACATED) LOCATED SOUTH OF AND ADJACENT WITH LOT 5, BLOCK 21, AND NORTH OF AND ADJACENT WITH LOT 14, BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 5;

THENCE SOUTH 87°21'10" WEST ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 19.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02°38'50" EAST, A DISTANCE OF 109.75 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID CURVE BEARS SOUTH 76°58'09" WEST);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.58 FEET, A CENTRAL ANGLE OF 65°58'30" AND AN ARC DISTANCE OF 29.46 FEET;

THENCE SOUTH 02°38'50" EAST ALONG THE EAST LINE OF SAID LOT 14 AND ITS NORTHERLY EXTENSION, A DISTANCE OF 23.17 FEET;

THENCE SOUTH 87°21'10" WEST, A DISTANCE OF 42.13 FEET;

THENCE NORTH 02°38'50" WEST, A DISTANCE OF 153.17 FEET;

THENCE NORTH 87°21'10" EAST ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED LINES OF THIS INGRESS/EGRESS EASEMENT ARE TO BE EXTENDED VERTICALLY UPWARDS TO A LIMIT OF 14.00 FEET ABOVE THE FINISHED GROUND FLOOR LEVEL, THESE UPPER VERTICAL LIMITS TOGETHER WITH THE COURSES AND DISTANCES AROUND THE SAID INGRESS/EGRESS EASEMENT DEFINE THOSE CERTAIN RIGHTS TO MAINTAIN AND OPERATE WITHIN SAID EASEMENT.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI/DADE COUNTY FLORIDA.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 5, BLOCK 21 "BAY HARBOR ISLAND", P.B. 46, PG. 5, M/D.C.R. SAID LINE BEARS N2°38'50"W.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN JANUARY, 2019. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: _____


 RICHARD E. COUSINS
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. 4188

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION AND SKETCH	01/21/19	---	AM	REC

LAND DESCRIPTION
AND SKETCH FOR
INGRESS/EGRESS
EASEMENT

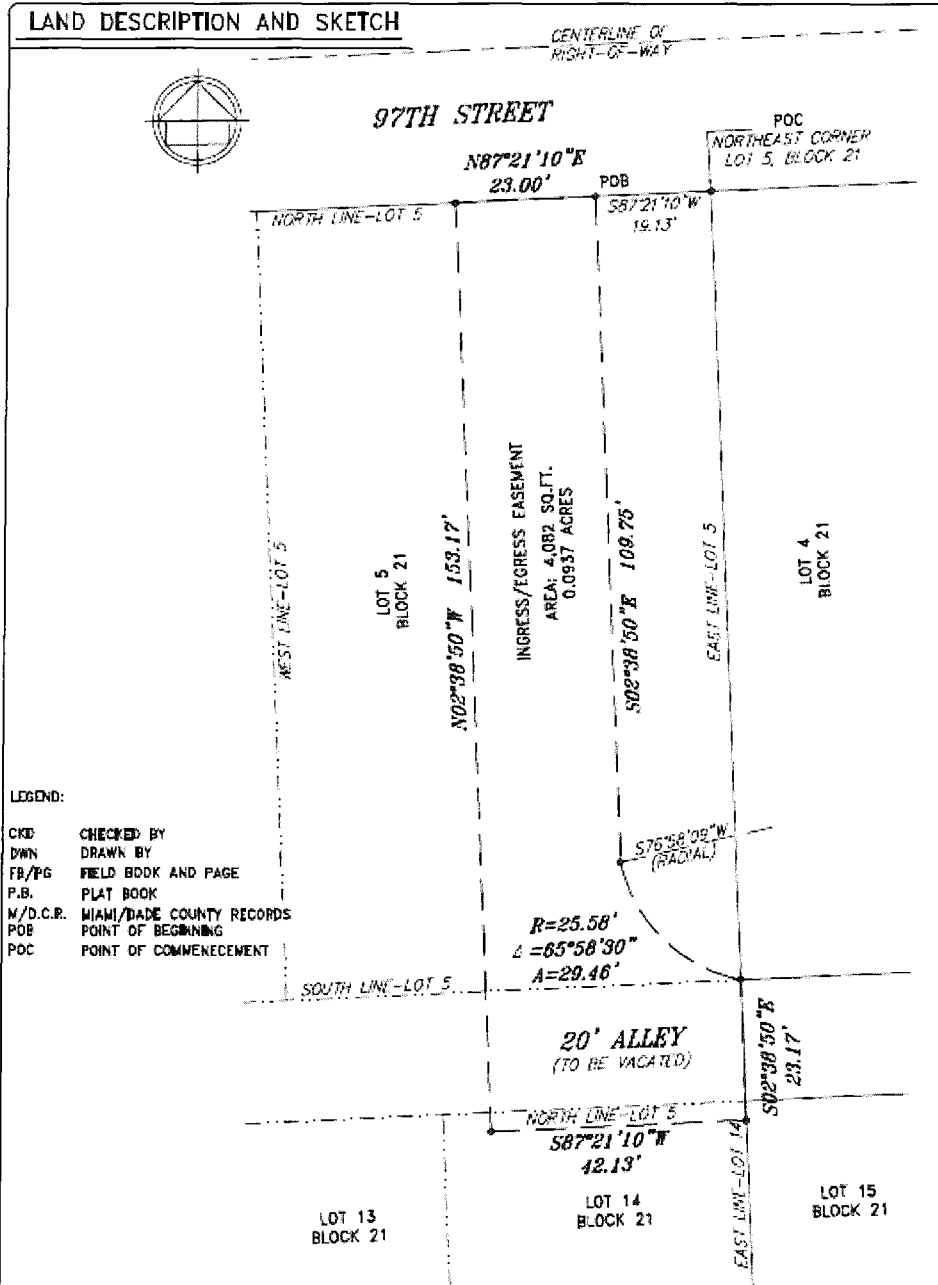
PROPERTY ADDRESS :
1177 KANE CONCOURSE

SCALE: N/A

SHEET 1 OF 2

EXHIBIT B
SKETCH OF THE EASEMENT AREA

COUSINS SURVEYORS & ASSOCIATES, INC. 3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION : LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799	PROJECT NUMBER : 8194-16 CLIENT : DSS
---	--



REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION AND SKETCH	01/21/19	----	AM	REC

**LAND DESCRIPTION
AND SKETCH FOR
INGRESS/EGRESS
EASEMENT**

PROPERTY ADDRESS :
1177 KANE CONCOURSE

SCALE: 1" = 20'

SHEET 2 OF 2



CFN 2022R0833256
OR BK 33447 Pgs 3402-3410 (9Pgs)
RECORDED 11/01/2022 13:18:03
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

*This instrument prepared by
and after recording return to:
Graham Penn, Esq.
Bercow Radell Fernandez
Larkin & Tapanes, PLLC
200 S. Biscayne Boulevard, Suite 300
Miami, FL 33131*

[reserved for recording]

**COVENANT IN LIEU OF UNITY OF TITLE
AND DECLARATION OF RESTRICTIONS**

KNOW ALL BY THESE PRESENTS that the undersigned Owner hereby makes, declares, and imposes on the land herein described, this Covenant in Lieu of Unity of Title and Declaration of Restrictions (the "Declaration") running with the title to the land, which shall be binding on the Owner, its heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them:

WHEREAS, the Owner holds the fee simple title to the land in the Bay Harbor Islands, Florida, described as follows, and hereinafter called the "Property," for the project entitled "1177 Kane Concourse" located at 1177 Kane Concourse Bay Harbor Islands, Florida, which is further legally described on **Exhibit A**; and

WHEREAS, the Owner intends to improve the Property for mixed-use commercial and residential use; and

WHEREAS, the Owner may develop the building(s) on the Property for sale to multiple owners and/or in two or more phases; and

WHEREAS, the Town requires that for development sites comprised of multiple platted lots, parcels, tracts or other land areas, that an Unity of Title, a Covenant-in-Lieu of Unity of Title, or a Declaration of Restrictions, in a form acceptable the Town Attorney, be created and recorded in the public records to legally tie the multiple land areas together into a single unified development site without interior property lines; and

WHEREAS, the Owner may wish to convey portions of the Property from time to time, and this instrument is executed in order to assure that the phased development, or development and use of the Property with future multiple ownership, will not violate the Code of Ordinances of Bay Harbor Islands or the Property's site development plan



approval, as approved on August 20th, 2019 by the Town's Planning and Zoning Board and on January 20th, 2020 by the Town Council, together with a recorded development agreement referenced herein, and any and all other agreements between the parties, including access, utility, or other easements.

NOW THEREFORE, in consideration of the premises, the Owner hereby agrees as follows:

1. The recitals and findings contained in the above whereas clauses are adopted by reference and incorporated herein as if fully set forth in this Section.

2. The Property shall be developed as a unified development site in substantial accordance with the approved "Site Development Plan" under the Town's Code of Ordinances. No modification shall be effectuated in such Site Development Plan without the prior written consent of the then owner(s) of the phase or portion of the Property for which modification is sought, all owners within the original unified development site, or their successors, whose consent shall not be unreasonably withheld, and the Town Manager or their designee; provided the Town Manager or their designee finds that the modification: (i) is in substantial conformity with the Site Development Plan approved by the Planning and Zoning Board (now known as the Design Review Board) on August 20th, 2019 under Resolution No. 2185; (ii) is in compliance with the terms and conditions set forth in the Development Agreement between Owner and the Town recorded in Official Records Book 31883, Page 4082 of the Public Records of Miami-Dade County; (iii) is in compliance with the Town's Code of Ordinances as of the date of the Development Agreement, and applicable Town Charter provisions; and (iv) is approved by the Town Council if required under the terms of the Development Agreement, the Town's Code of Ordinances as of the date of the Development Agreement, and applicable Town Charter provisions. Should the Town Manager withhold such approval, the then owner(s) of the phase or portion of the Property for which modification is sought shall be permitted to seek such modification by application to modify the plan at public hearing before the Design Review Board and/or Town Council of Bay Harbor Islands, Florida, (whichever by law has jurisdiction over such matters). Such application shall be in addition to all other required approvals necessary for the modification sought. Proposed modifications to the Property's use, operation, physical condition, or site plan may also be required to return to the Design Review Board and Town Council for consideration and approval, in view of the effect on prior approvals and the affirmation, modification or release of previously issued approvals or imposed conditions.

3. If the Property is developed in phases, each phase shall be developed in substantial accordance with the approved Site Development Plan, the Development Agreement, the



Town's Code of Ordinances as of the date of the Development Agreement, the applicable Town Charter provisions, and any and all other agreements between the parties, including access, utility, or other easements.

4. In the event of multiple ownerships subsequent to Site Development Plan approval, each of the subsequent owners shall be bound by the terms, provisions and conditions of this Declaration, the approved Site Development Plan and all conditions listed in the Town's applicable Resolutions approving same, the Development Agreement, and any and all other agreements between the parties, including access, utility, or other easements. However, "multiple ownerships" specifically excludes conveyances to purchasers of individual condominium units. The Owner further agrees that they will not convey portions of the Property (excluding individual condominium units) to such other parties unless and until the Owner and such other party or parties shall have executed and mutually delivered, in recordable form and with the approval of the Town Manager and Town Attorney, which approvals shall not be unreasonably withheld, an instrument to be known as an easement and operating agreement which shall contain, among other things:

(i) Easements in the common area of each parcel for ingress to and egress from the other parcels;

(ii) Easements in the common area of each parcel for the passage and parking of vehicles;

(iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;

(iv) Easements for access roads across the common area of each parcel to public and private roadways;

(v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;

(vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

(vii) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;

(viii) Easements on each parcel for attachment of buildings;

(ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from the adjoining parcels such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;



- (x) Appropriate reservation of rights to grant easements to utility companies;
- (xi) Appropriate reservation of rights to road rights-of-way and curb cuts;
- (xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

The above easement provisions (i to xiii) or portions thereof may be waived by the Town Council if they are in substantial conformance with the approved Site Development Plan, the Development Agreement, the Town's Code of Ordinances as of the date of the Development Agreement, and the applicable Town Charter provisions. Once executed, provisions of the easement and operating agreement shall not be amended without prior written approval of the Town Attorney, which shall not be unreasonably withheld. In addition, such easement and operating agreement shall contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, or the Town Manager may require, all to the end that although the Property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved Site Development Plan, the Development Agreement, the Town's Code of Ordinances as of the date of the Development Agreement, the applicable Town Charter provisions, and any and all other agreements between the parties, including access, utility, or other easements.

5. As related to short term/transient rentals, this Declaration shall serve as a restatement of Section 6.1(a), Permitted Uses, in the Developer Agreement, which requires that Owner voluntarily agree to prohibit the uses of "short term" or "transient" rentals in the "Project" defined therein, which use means any unit or group of units rented to guests for periods less than six (6) months, or which is advertised or held out to the public as a place regularly rented to guests for period less than six (6) months. This short-term rental prohibition shall constitute a restrictive covenant that is binding on the Property and runs with the land to the Owner's successors and assigns under this Declaration.

6. As related to parking facilities for the approved Site Development Plan (including 482 spaces off-street and 10 spaces on adjoining roadways, for a total of 492 spaces), it is acknowledged that a shared-use parking reduction study was submitted, reviewed and approved by the Town, and verified by an independent traffic expert, relying heavily on non-concurrent parking demand for the various commercial and residential uses. This resulted in the reduction of 139 required parking spaces under the Town Code (22% reduction). The parking facilities in the Site Development Plan are intended to collectively



serve the needs of the Property. As such, while individual parking spaces may be assigned or leased to residential units, commercial tenants, their guests and invitees, service vehicles, and the like, no portion of the parking garage or under-building parking spaces shall be sold, or leased, or assigned to any third party in any manner that could allow the third party to use said spaces for a different purpose that would create a zoning violation by reducing the number of provided parking spaces under the required amount set forth in the Off-Street Parking requirements of the Town Code as of the date of the Development Agreement, as were modified by the Site Development Plan approval, the Development Agreement, and the Parking Reduction Order.

7. The provisions of this Declaration shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Property and the Town Manager, acting for and on behalf of Bay Harbor Islands, Florida upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended, and with the approval of the Town Attorney.

8. The provisions of this Declaration may be amended, modified, or released by a written instrument executed by the then owner(s) of the Property, with joinders by all mortgagees, if any, and the Town. If the Town Manager or designee approves such a request to amend, modify or release the Declaration (upon a finding that same is in substantial conformance with the approved Site Development Plan, the Development Agreement, the Town's Code of Ordinances as of the date of the Development Agreement, and the applicable Town Charter provisions, as determined by the Town Attorney), then the Town Manager or designee shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release. No modification, amendment or release shall be effective without the Town Manager or designee's approval as aforesaid.

9. Enforcement of this Declaration shall be by action against any parties or persons violating or attempting to violate any covenants, the Site Development Plan and any conditions of approval, or any Development Agreement provisions, and may include equity and injunctive relief. It is the intention of the Owner and the Town that the Town is deemed an intended and 3rd party beneficiary to the rights granted under this Declaration. Accordingly, the Town shall have the right to enforce these provisions independently, including the right to file court actions and seek injunctions to require compliance. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed



by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

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

11. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.

12. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

13. In the event of a violation of this Declaration, the Site Development Plan and any conditions of approval, or any Development Agreement provisions, in addition to any other remedies available, the Town is hereby authorized to withhold any future permits and refuse to make any inspections or grant any approval related to the Property, until such time as this Declaration is complied with, and except for any such actions on behalf of the Town that may be required to cure such violations.

[EXECUTION PAGES FOLLOW]



Covenant In Lieu of Unity of Title
and Declaration of Restrictions
Page 7 of 9

Signed, witnessed, executed and acknowledged on this ____ day of _____.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed in their name
by their proper officials.

Witnesses:

[Signature]
Signature

SANTIAGO ELIASHEV
Print Name

[Signature]
Signature

William Holtz
Print Name

1177 BAY HARBOR ISLANDS, LLC

(Name of Limited Liability Company)

Address:

3310 Mary Street, #302

Coconut Grove, FL 33133

By [Signature]
David Martin

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

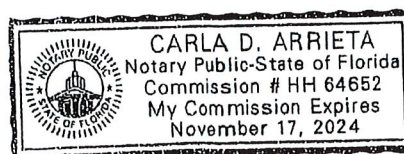
The foregoing instrument was acknowledged before me by David Martin, the
Margaret of 1177 Bay Harbor Islands, LLC, on behalf of the limited liability
companies. He/She is personally known to me or has produced _____, as
identification.

Witness my signature and official seal this 09 day of June
22, in the County and State aforesaid.

[Signature]
Notary Public-State of Florida

Carla D. Arrieta
Print Name

My Commission Expires: 11/17/2024



Signed, witnessed, executed and acknowledged on this 28 day of October, 2022.

IN WITNESS WHEREOF, the Town has caused these presents to be signed in their name
by their proper officials.

TOWN OF BAY HARBOR ISLANDS,

a Florida municipal corporation

Address:

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

By Maria Lasday
Maria Lasday, Town Manager

ATTESTATION:

Yvonne Hamilton
Yvonne Hamilton,
Acting Town Clerk

10/27/22
Date

APPROVED AS TO FORM:

Greenspoon Marder, LLP

By:

Joseph S. Geller, Esq.
Joseph S. Geller, Esq.
Town Attorneys

10/27/22
Date



Covenant In Lieu of Unity of Title
and Declaration of Restrictions
Page 9 of 9

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL A:

Lots 7, 8, 9, 10, and 11, less the South 15 feet of Lots 9, 10 and 11, of Block 21, BAY HARBOR ISLAND, according to the map or Plat thereof, as recorded in Plat Book 46, Page(s) 5, of the Public Records of Miami-Dade County, Florida.

PARCEL B:

Lots 5, 6, 12, 13 and 14, less the South 15 feet of Lots 12, 13 and 14, of Block 21, BAY HARBOR ISLAND, according to the map or Plat thereof, as recorded in Plat Book 46, Page(s) 5, of the Public Records of Miami-Dade County, Florida.

AND:

That 20.00 foot Alley located South of and adjacent with Lots 5, 6, 7 and 8, of Block 21, and North of and adjacent with Lots 9, 10, 11, 12, 13 and 14, of Block 21 of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida. Vacated as per Resolution No. 2192, recorded in Official Records Book 32533, Page 4517, of the Public records of Miami-Dade County, Florida.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on NOV 01 2024 day of

AD 20
WITNESS my hand and Official Seal.

HARVEY RUVIN, Clerk of Circuit and County Courts
By Jessie Merritt #310229 D.C.





1177 Kane Concourse

Bay Harbor Islands, FL 33154

March 22nd, 2023

TOWN COUNCIL FINAL APPROVED SET

Owner:

1177 BAY HARBOR ISLAND, LLC.
3310 MARY STREET, SUITE 302
MIAMI, FLORIDA 33133
P: 305.416.4556

Architect:

ARQUITECTONICA
2900 OAK AVENUE
MIAMI, FLORIDA 33133
P: 305.372.1812
F: 305.372.1175
www.arquitectonica.com

Civil:

Kimley»Horn
355 ALHAMBRA CIRCLE
SUITE 1400
CORAL GABLE, FL 33134
P: 305.673.2025
www.kimley-horn.com

Traffic/Parking:

**DAVID PLUMMER &
ASSOCIATES**
1750 PONCE DE LEON BLVD
CORAL GABLES, FL 33134
P: 305.447.0900
www.dplummer.com

MEFPF:

exp.
396 ALHAMBRA CIRCLE
SUITE 202
CORAL GABLES, FL 33134
P: 305.631.2208
www.exp.com

Landscape Architect:

ARQUITECTONICA**GEO**
2900 OAK AVENUE
MIAMI, FLORIDA 33133
P: 305.372.1812
F: 305.372.1175
www.arquitectonica.com

SCHEDULE - SHEET INDEX SDs			
Sheet Number	Sheet Name	Sheet Issue Date	Current Revision Date
A0-00	COVER	12/16/2020	
A0-01	INDEX	03/28/2022	02/10/2023
A0-02	ZONING DATA	03/28/2022	02/10/2023
A0-02.1	ZONING MAP INFORMATION	03/28/2022	
A0-03	STATISTICS- OFFICE AREAS	03/28/2022	02/10/2023
A0-04	STATISTICS- OFFICE AREAS	03/28/2022	02/10/2023
A0-05	STATISTICS- RESI AREAS	03/28/2022	02/10/2023
A0-05.1	STATISTICS - RESI AREAS	03/28/2022	02/10/2023
A0-06	AERIAL VIEWS	03/28/2022	
A0-07	CONTEXT - STREET VIEWS	03/28/2022	
A0-10	SITE CONTEXT- ROOF	03/28/2022	
A0-11	SITE CONTEXT- GRND FLOOR	03/28/2022	
A0-12	MANEUVERABILITY STUDIES	03/28/2022	
A0-20	ZONING - UNIT SIZES	03/28/2022	02/10/2023
A0-21	ZONING - UNIT SIZES	03/28/2022	02/10/2023
A1-01	SITE PLAN- GROUND FLOOR	12/8/2022	02/10/2023
A1-02	SECOND LEVEL FLOOR PLAN	12/8/2022	02/10/2023
A1-03	OVERALL FLOOR PLAN- TYP.	12/8/2022	02/10/2023
A1-04	OVERALL ROOF PLAN	12/8/2022	02/10/2023
A1-05	FLOOD RESISTANT DESIGN	02/10/23	02/10/2023
A1-12	ENLARGED FLOOR PLAN	03/28/2022	02/10/2023
A1-13	ENLARGED FLOOR PLAN	03/28/2022	02/10/2023
A1-22	ENLARGED FLOOR PLAN	03/28/2022	02/10/2023
A4-01	BUILDING SECTION	03/28/2022	02/10/2023
A4-02	BUILDING SECTION	03/28/2022	02/10/2023
A4-03	BUILDING SECTION	03/28/2022	02/10/2023
A4-04	BUILDING SECTION	03/28/2022	02/10/2023
A5-01	SIGNAGE DETAILS	03/28/2022	
A7-01	SOUTH ELEVATION- COLORED	03/28/2022	02/10/2023
A7-02	NORTH ELEVATION- COLORED	03/28/2022	02/10/2023
A7-03	WEST ELEVATION- COLORED	03/28/2022	02/10/2023
A7-04	EAST ELEVATION- COLORED	03/28/2022	02/10/2023
A8-01	RENDERING	03/28/2022	
A8-02	RENDERING	03/28/2022	
A8-03	RENDERING	03/28/2022	
A8-04	RENDERING	03/28/2022	
A8-05	RENDERING	03/28/2022	
A8-06	RENDERING	03/28/2022	
A8-07	RENDERING	03/28/2022	
A8-08	RENDERING	03/28/2022	
A8-09	RENDERING	03/28/2022	
A8-10	RENDERING	03/28/2022	
A8-11	RENDERING	03/28/2022	
A8-12	RENDERING	03/28/2022	
A8-13	RENDERING	03/28/2022	
A8-14	RENDERING	03/28/2022	
A8-15	RENDERING	03/28/2022	
A8-16	RENDERING	03/28/2022	
A8-17	RENDERING	03/28/2022	
A8-18	RENDERING	03/28/2022	
A9-01	LIFE SAFETY SITE PLAN	03/28/2022	

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

ZONING DATA

PROJECT ADDRESS:

1177 KANE CONCOURSE, BAY HARBOR ISLANDS, FL 33154

PROPERTY FOLIO NUMBERS:

LOT 5, BLOCK 21: 13-2227-001-3640 (PARCEL B)
LOT 6, BLOCK 21: 13-2227-001-3650 (PARCEL B)
LOTS 7 THRU 11, BLOCK 21: 13-2227-001-3660 (PARCEL A)
LOT 12, BLOCK 21: 13-2227-001-3670 (PARCEL B)
LOT 13, BLOCK 21: 13-2227-001-3680 (PARCEL B)
LOT 14, BLOCK 21: 13-2227-001-3690 (PARCEL B)

LEGAL DESCRIPTION (PER SURVEY):

PARCEL A:
LOTS 7, 8, 9, 10 AND 11, LESS THE SOUTH FIFTEEN (15) FEET OF LOTS 9, 10 AND 11 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY RECORDS, FLORIDA.

PARCEL B:
LOTS 5, 6, 12, 13 AND 14, LESS THE SOUTH FIFTEEN (15) FEET OF LOTS 12, 13 AND 14 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY RECORDS, FLORIDA.

SURVEY INFORMATION:

PREPARED BY:
COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FL 33314
CERTIFICATE OF AUTHORIZATION: LB # 6448
PH: (954) 689-7766
FAX: (954) 689-7799

SURVEY PROJECT NUMBER: 8194-16

CERTIFIED TO: THE OWNER

ZONING DISTRICTS:

PARCEL A: B-1 BUSINESS DISTRICT
PARCEL B: B-1 BUSINESS DISTRICT

FLOOD ZONE INFORMATION (PER SURVEY):

COMMUNITY NUMBER: 120637
PANEL NUMBER: 0144 L
ZONE: AE
BASE FLOOD ELEVATION: 9.67'
EFFECTIVE DATE: 09/11/2009



PROJECT LOCATION MAP
N.T.S.

BUILDING SETBACKS:

B-1 BUSINESS DISTRICT:

KANE CONCOURSE (96TH STREET): 0'-0"
NO BUILDING OR STRUCTURE OR PART THEREOF, OTHER THAN PERMISSIBLE ACCESSORY AND/OR DECORATIVE STRUCTURES SPECIFIED IN SECTION 23-12, AND PERMISSIBLE SIDEWALK CAFES AND OTHER USES SPECIFIED HEREIN, SHALL ENCR OACH INTO THE PUBLIC RIGHT-OF-WAY FOR THE KANE CONCOURSE (55 FEET FROM CENTERLINE OF THE ROADWAY).

EAST BAY HARBOR DRIVE, WEST BAY HARBOR DRIVE, BAY HARBOR TERRACE, 95TH STREET AND 97TH STREET: 5'-0"
NO BUILDING OR STRUCTURE OR PART THEREOF, OTHER THAN PERMISSIBLE ACCESSORY AND/OR DECORATIVE STRUCTURES SPECIFIED IN SECTION 23-12, AND PERMISSIBLE SIDEWALK CAFES AND OTHER USES SPECIFIED HEREIN, SHALL BE ERECTED OR ALTERED TO BE LESS THAN AN AVERAGE OF FIVE FEET FROM THE AFOREMENTIONED PUBLIC RIGHTS-OF-WAY, WITHIN THE REQUIRED SETBACK AREAS. LANDSCAPING INCLUDING FOUNDATION PLANTINGS, PLAZAS, SCULPTURES AND THE LIKE SHALL BE INSTALLED. AT LEAST 75 PERCENT OF THE AREA SHALL BE PROVIDED WITH LANDSCAPE MATERIALS. THE REMAINING AREA MAY INCLUDE HARDSCAPE SUCH AS WALKWAYS, PAVERS AND THE LIKE. FOR EACH ADDITIONAL THREE FEET OF BUILDING HEIGHT ABOVE 30 FEET, THERE SHALL BE ONE ADDITIONAL FOOT OF BUILDING SETBACK FOR THAT PORTION OF THE STRUCTURE OVER 30 FEET IN HEIGHT. NOTWITHSTANDING THE ABOVE PROVISION, FOR DEVELOPMENTS LOCATED ON SINGLE LOTS, THE MAXIMUM SETBACK SHALL BE 15 FEET. THE TOWN COUNCIL RESERVES THE RIGHT TO MODIFY THE ADDITIONAL BUILDING SETBACK PROVISIONS LISTED ABOVE DUE TO INCREASED BUILDING HEIGHT FOR PARKING GARAGE STRUCTURES ON TOWN-OWNED LANDS.

ALLEYS: 0'-0"
ALLEYS DEPICTED ON THE RECORDED PLAT FOR BAY HARBOR ISLANDS BETWEEN BLOCKS 11, 12, 20 AND 21: NO BUILDING OR STRUCTURE OR PART THEREOF, OTHER THAN PERMISSIBLE ACCESSORY AND/OR DECORATIVE STRUCTURES SPECIFIED IN SECTION 23-12 SHALL ENCR OACH INTO THE PUBLIC RIGHT-OF-WAY. NOTWITHSTANDING AND ABOVE, SETBACKS SHALL BE PROVIDED TO PROVIDE FOR REQUIRED LOADING AREAS AND SERVICE DELIVERIES SO THAT THE ALLEY IS NOT BLOCKED FROM VEHICULAR TRAFFIC MOVEMENTS.

INTERIOR SIDE: 0'-0"
NO SETBACK IS REQUIRED ALONG INTERIOR SIDE PROPERTY LINES.

FLEX SETBACKS:
A PROJECT DESIGNER HAS THE OPTION TO OFFER CREATIVE DESIGN SOLUTIONS TO THE BUILDING CONFIGURATIONS AND THE TOWN COUNCIL MAY ALLOW PORTIONS OF THE BUILDING STRUCTURE TO ENCR OACH INTO THE SETBACK REQUIREMENTS ABOVE. THE TOTAL AMOUNT OF ENCR OACHMENT SHALL NOT EXCEED ONE-THIRD OF THE ALLOWABLE WIDTH OR LENGTH OF THE BUILDING. THIS PROVISION SHALL SERVE TO CREATE AN ARCHITECTURAL OPPORTUNITY FOR CREATIVE DESIGN APPROACHES WHILE PROMOTING THE BENEFICIAL PURPOSES OF BUILDING SETBACKS IN THE DISTRICT. IN NO CASE SHALL ANY PORTION OF A BUILDING ENCR OACH INTO THE BASE BUILDING SETBACKS SET FORTH ABOVE FOR PORTIONS OF THE BUILDING BELOW 25 FEET IN HEIGHT.

BUILDING SETBACK TABLE

STREET / FRONTAGE	REQUIRED SETBACK	PROVIDED SETBACK	PROPOSED BLDG. HGT.	REMARKS
PARCELS A AND B				
KANE CONCOURSE (96TH STREET)	0'-0"	2'-0 1/4"	75'-0"	
WEST BAY HARBOR DRIVE	VARIABLE BASED ON HEIGHT	20'-3 1/2" RESIDENTIAL 15'-1 1/2" OFFICE*	75'-0"	MAXIMUM SETBACK OF 20'-0" REQUIRED BASED ON BUILDING HEIGHT ABOVE 30'-0". SEE SECTION
97TH STREET	VARIABLE BASED ON HEIGHT	20'-4"	75'-0"	MAXIMUM SETBACK OF 20'-0" REQUIRED BASED ON BUILDING HEIGHT ABOVE 30'-0". SEE SECTION
SIDE- INTERIOR	0'-0"	0'-4"	75'-0"	

*PROPOSED ENCR OACHMENT OF 4'-10 1/2" ON UPPER FLOOR OF OFFICE ONLY. PROPOSING TO USE FLEX SETBACK PROVISION OF THE CODE, SECTION 23-11(C)(6)- SEE BUILDING SECTIONS AND ELEVATIONS.

PROJECT SITE AREAS:

PARCELS A AND B LESS 20'-0" ALLEY R.O.W. = 79,399 SF (1.82 ACRES)

20'-0" ALLEY R.O.W. = 6,000 SF (0.13 ACRES)

TOTAL LOT AREA (INCLUDING ALLEY) = 85,399 (1.95 ACRES)

PROJECT DENSITY:

MAXIMUM ALLOWABLE BASE DENSITY: 34 DU / ACRE

PROJECT BASE DENSITY: 1.95 ACRES X 34 DU/ACRE = 66 DU ALLOWABLE

MAXIMUM ALLOWABLE OVERALL DENSITY: 80 DU / ACRE

PROJECT OVERALL DENSITY: 1.95 ACRES X 80 DU/ACRE = 156 DU ALLOWABLE

PROPOSED PROJECT DENSITY:

54 UNITS

OFF-STREET PARKING REQUIREMENTS:

MULTI-FAMILY DWELLINGS-

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 ARTICLE II OF THE BAY HARBOR ISLANDS, FL CODE OF ORDINANCES. IN ADDITION, GUEST PARKING SHALL BE PROVIDED FOR MULTIPLE-FAMILY DELOPMENTS. AT LEAST ONE GUEST PARKING SPACE SHALL BE REQUIRED FOR EACH WHOLE PLATTED LOT.

RESTAURANTS, PUBLIC DINING ROOMS, BARS, PRIVATE CLUBS, COCKTAIL LOUNGES-

ONE PARKING SPACE FOR EACH 100 SQUARE FEET OF CUSTOMER SERVICE AREA. THE ABOVE SHALL NOT BE INTENDED TO INCLUDE FOOD AND DRINK PREPERATION AREAS, BATHROOMS, WAITING AREAS OR STORAGE AREAS.

RETAIL, COMMERCIAL, PERSONAL SERVICE, MISCELLANEDUS USES AND BUSINESS USES-

ONE PARKING SPACE FOR EACH 300 SQUARE FEET OF NET FLOOR AREA.

OFFICE AND PROFESSIONAL USES-

ONE PARKING SPACE FOR EACH 300 SQUARE FEET OF NET FLOOR AREA.

PARKING TABLE					SHARED PARKING REQUIRED*		PROVIDED PARKING*	REMARKS
USE CLASSIFICATION	NUMBER OF DU / PLATTED LOT	SQUARE FOOTAGE (GROSS)	REQ'D PARKING FACTOR	REQUIRED PARKING	SHARED PARKING REQ'D*	W/ 7% PARKING ADJUSTMENT****		
RESIDENTIAL								
MULTIPLE-FAMILY RESIDENTIAL	54 DU	N/A	2 PER DU	108 SPACES	56 SPACES	52 SPACES	108 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
MULTIPLE-FAMILY VISITOR	10 PLATTED LOTS	N/A	1 PER PLATTED LOT	10 SPACES****	1 SPACE	1 SPACE	2 SPACES	(2) OF DELIVERY / GUEST SPACES PROVIDED AT FRONT YARD****
OFFICE	N/A	98,445 SF	1 PER 300 SF	329 SPACES	306 SPACES	285 SPACES	307 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
RESTAURANT	N/A	3,843 SF**	1 PER 100 SF	39 SPACES	22 SPACES	20 SPACES	34 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
FUTURE SIDEWALK CAFE PARKING	N/A	1,038 SF	1 PER 100 SF	11 SPACES	10 SPACES	9 SPACES	26 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
RETAIL	N/A	9,305 SF	1 PER 300 SF	32 SPACES	30 SPACES	28 SPACES	25 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
SUB-TOTAL				529 SPACES	425 SPACES*	395 SPACES*	522 SPACES***	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
EXISTING STREET PARKING							NOT USED	NO STREET PARKING SPACES USED TOWARD PROVIDED SPACE COUNT.
TOTALS						395 SPACES*	522 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.

*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
** CONSIDERS 30% REDUCTION IN SPACE SQUARE FOOTAGE FOR COMMERCIAL KITCHEN LEAVING 70% OF SPACE AS DINING SPACE. SUBJECT TO CHANGE DEPENDING ON TENANT'S ACTUAL NEEDS.
*** TOTAL OF (56) PARKING SPACES ON LIFTS ON THE PARKING DECK ROOF = 112 TOTAL PROVIDED SPACES. PARKING LIFT SPACES SHALL BE OPERATED BY VALET OPERATOR ONLY.
****(2) DELIVERY/GUEST SPACES PROVIDED IN FRONT YARD- THE REMAINING (8) GUEST SPACES ARE PROVIDED IN THE PARKING GARAGE STRUCTURE AND ARE PART OF TOTAL PARKING COUNT PROVIDED.
*****ADDITIONAL 7% REDUCTION DUE OT RIDE SHARING AND PARKING MANAGEMENT PLAN RECOMMENDED BY DAVID PLUMMER & ASSOCIATES. SEE SHARED PARKING ANALYSIS REPORT.

ACCESSIBLE PARKING REQUIREMENTS PER FBCA TABLE 208.2

TOTAL ACCESSIBLE SPACES REQUIRED

TOTAL PARKING SPACES 522 SPACES (2%) 11 SPACES 11 SPACES

TOTAL VAN PARKING SPACES REQUIRED FBCA 208.2.4 (1 PER EVERY SIX ADA SPACES)

TOTAL ADA PARKING SPACES 11 SPACES REQUIRED 2 SPACES PROVIDED 2 SPACES

VAN PARKING SPACES ARE PART OF THE TOTAL ACCESSIBLE PARKING COUNT.

DWELLING UNIT SIZES:

ZONING CODE MINIMUM UNIT SIZES (NET AREA)

STUDIO (S) = 650 SF
1 BEDROOM (1BR) = 800 SF
2 BEDROOM (2BR) = 950 SF
3 BEDROOM (3BR) = 1100 SF

AVERAGE UNIT SIZE (NET)

113,364 NSF / 54 UNITS = 2,099 NSF/UNIT

AVERAGE UNIT SIZE (GROSS)

115,364 GSF / 54 UNITS = 2,136 GSF/UNIT

NOTE: UNIT SIZES GRANDFATHER UNDER 2019 CODE AMENDMENT PROVISIONS

Unit Matrix- Gross Area

Level	thru Level	Name	Beds / Baths	Number of Units	Area Gross	Total Area Gross
LEVEL R02 (T.O.S.)						
LEVEL R02 (T.O.S.)	N/A	Unit 201A	2BR / 2.5BA	1	2,292 SF	2,292 SF
LEVEL R02 (T.O.S.)	N/A	Unit 203A	2BR / 2.5BA	1	1,992 SF	1,992 SF
LEVEL R02 (T.O.S.)	N/A	Unit 204A	4BR / 4.5BA	1	3,291 SF	3,291 SF
LEVEL R02 (T.O.S.)	N/A	Unit 205A	1BR / 1.5BA	1	1,221 SF	1,221 SF
LEVEL R02 (T.O.S.)	N/A	Unit 206B	1BR / 1.5BA	1	924 SF	924 SF
LEVEL R02 (T.O.S.)	N/A	Unit 205C	1BR / 1.5BA	1	964 SF	964 SF
				6		10,683 SF
LEVEL R03 (T.O.S.)						
LEVEL R03 (T.O.S.)	thru R08	Unit 01	2BR / 2.5BA	6	1,849 SF	11,094 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 02	1BR / 1.5BA	6	1,150 SF	6,899 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 03	2BR / 2.5BA	6	1,756 SF	10,537 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 04	4BR / 4.5BA	6	3,266 SF	19,595 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 05	3BR / 3.5BA	6	3,262 SF	19,573 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 06	3BR / 3.5BA	6	2,214 SF	13,285 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 07	2BR / 2.5BA	6	1,701 SF	10,209 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 08	3BR / 3.5BA	6	2,293 SF	13,757 SF
				48		104,949 SF
				54		115,632 SF

Unit Matrix- Net Area

Level	thru Level	Name	Beds / Baths	Number of Units	Area Net	Total Area Net
LEVEL R02 (T.O.S.)						
LEVEL R02 (T.O.S.)	N/A	Unit 201A	2BR / 2.5BA	1	2,268 SF	2,268 SF
LEVEL R02 (T.O.S.)	N/A	Unit 203A	2BR / 2.5BA	1	1,969 SF	1,969 SF
LEVEL R02 (T.O.S.)	N/A	Unit 204A	4BR / 4.5BA	1	3,219 SF	3,219 SF
LEVEL R02 (T.O.S.)	N/A	Unit 205A	1BR / 1.5BA	1	1,181 SF	1,181 SF
LEVEL R02 (T.O.S.)	N/A	Unit 205B	1BR / 1.5BA	1	905 SF	905 SF
LEVEL R02 (T.O.S.)	N/A	Unit 205C	1BR / 1.5BA	1	947 SF	947 SF
				6		10,490 SF
LEVEL R03 (T.O.S.)						
LEVEL R03 (T.O.S.)	thru R08	Unit 01	2BR / 2.5BA	6	1,822 SF	10,934 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 02	1BR / 1.5BA	6	1,135 SF	6,806 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 03	2BR / 2.5BA	6	1,730 SF	10,381 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 04	4BR / 4.5BA	6	3,193 SF	19,156 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 05	3BR / 3.5BA	6	3,188 SF	19,129 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 06	3BR / 3.5BA	6	2,176 SF	13,056 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 07	2BR / 2.5BA	6	1,666 SF	9,994 SF
LEVEL R03 (T.O.S.)	thru R08	Unit 08	3BR / 3.5BA	6	2,235 SF	13,413 SF
				48		102,874 SF
				54		113,364 SF

UNIT MIX BY UNIT TYPE

201A	1 UNIT	1.85%
203A	1 UNIT	1.85%
204A	1 UNIT	1.85%
205A	1 UNIT	1.85%
205B	1 UNIT	1.85%
205C	1 UNIT	1.85%
1	6 UNITS	11.11%
2	6 UNITS	11.11%
3	6 UNITS	11.11%
4	6 UNITS	11.11%
5	6 UNITS	11.11%
6	6 UNITS	11.11%
7	6 UNITS	11.11%
8	6 UNITS	11.11%

DEN NOTE:

PER FLORIDA STATUTE SECTION 381.0065 A BEDROOM IS DEFINED AS A ROOM THAT CAN BE USED FOR SLEEPING AND THAT:
a.) HAS A MINIMUM OF 70 SF OF CONDITIONED SPACE

c.) IS LOCATED ON AN EXTERIOR WALL.
d.) HAS A CLOSET AND A DOOR OR ENTRANCE WHERE A DOOR COULD BE REASONABLY INSTALLED
e.) HAS AN EMERGENCY MEANS OF ESCAPE AND RESCUE OPENING TO THE OUTSIDE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE.

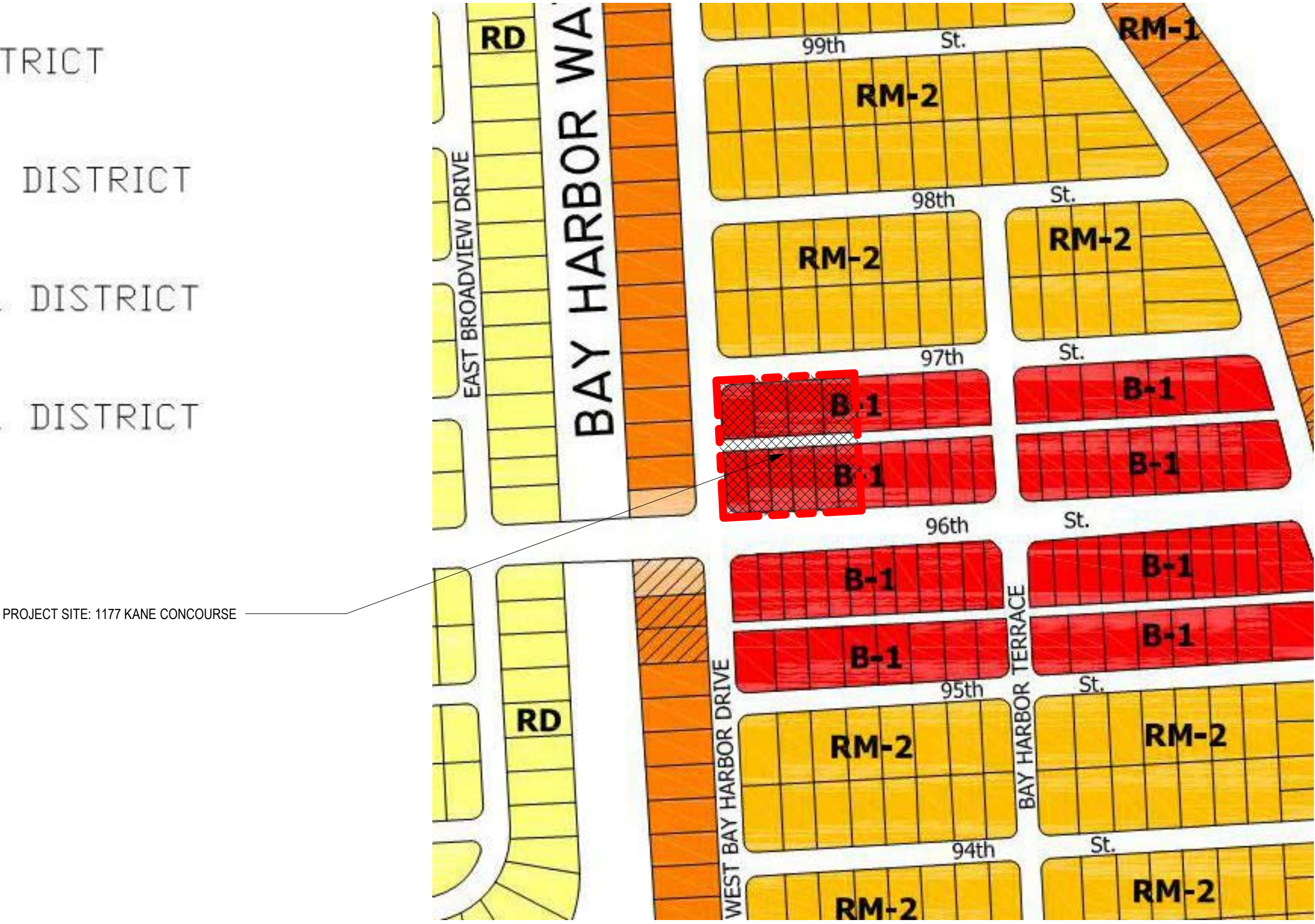
ADDITIONALLY, "BEDROOM" DOES NOT INCLUDE HALLWAY, BATHROOM, KITCHEN, LIVING ROOM, FAMILY ROOM, DINING ROOM, DEN, BREAKFAST NOOK, PANTRY, LAUNDRY ROOM, SUNROOM, RECREATION ROOM, MEDIA/VIDEO ROOM, OR EXERCISE ROOM.

UNIT MIX BY # OF BEDROOMS

1BR=	9 UNITS	(17.0%)
2BR=	20 UNITS	(37.0%)
3BR=	18 UNITS	(33.0%)
4BR=	7 UNITS	(13.0%)

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

- RD SINGLE FAMILY RESIDENTIAL DISTRICT
- RM-1 MULTIPLE FAMILY RESIDENTIAL DISTRICT
- RM-2 MULTIPLE FAMILY RESIDENTIAL DISTRICT
- RM-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT
- B-1 BUSINESS DISTRICT
- CAUSEWAY DISTRICT
- GATEWAY DISTRICT
- PUD OVERLAY DISTRICT

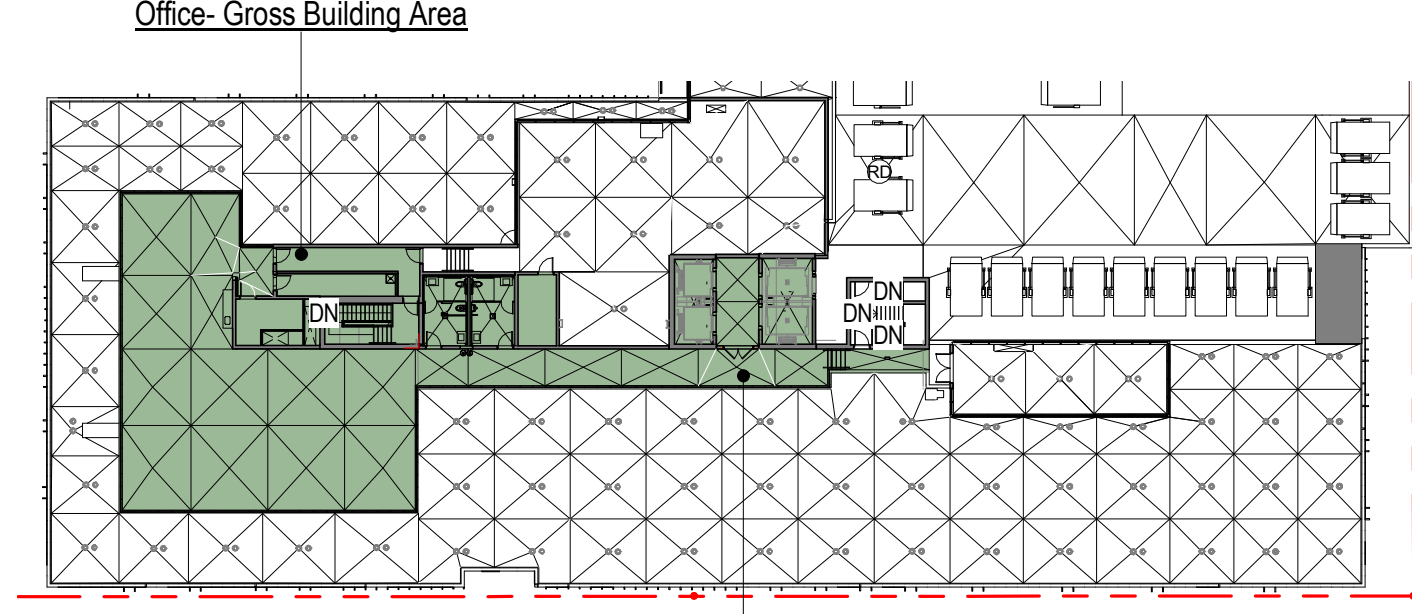
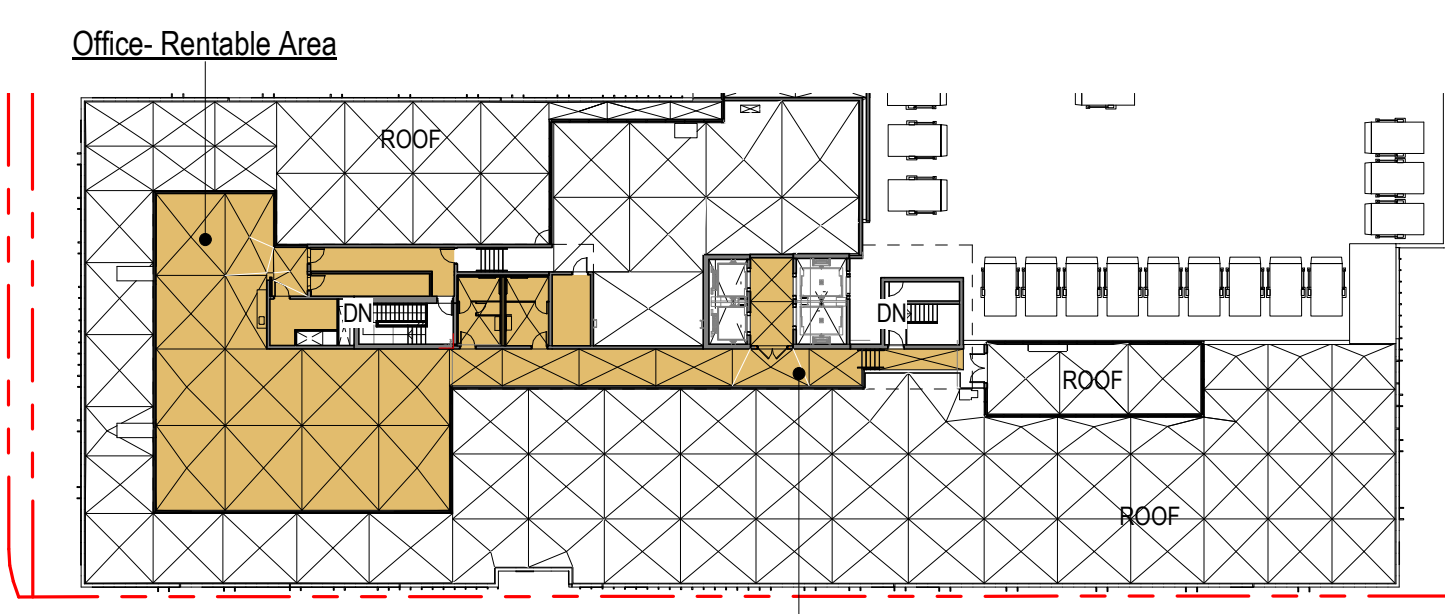
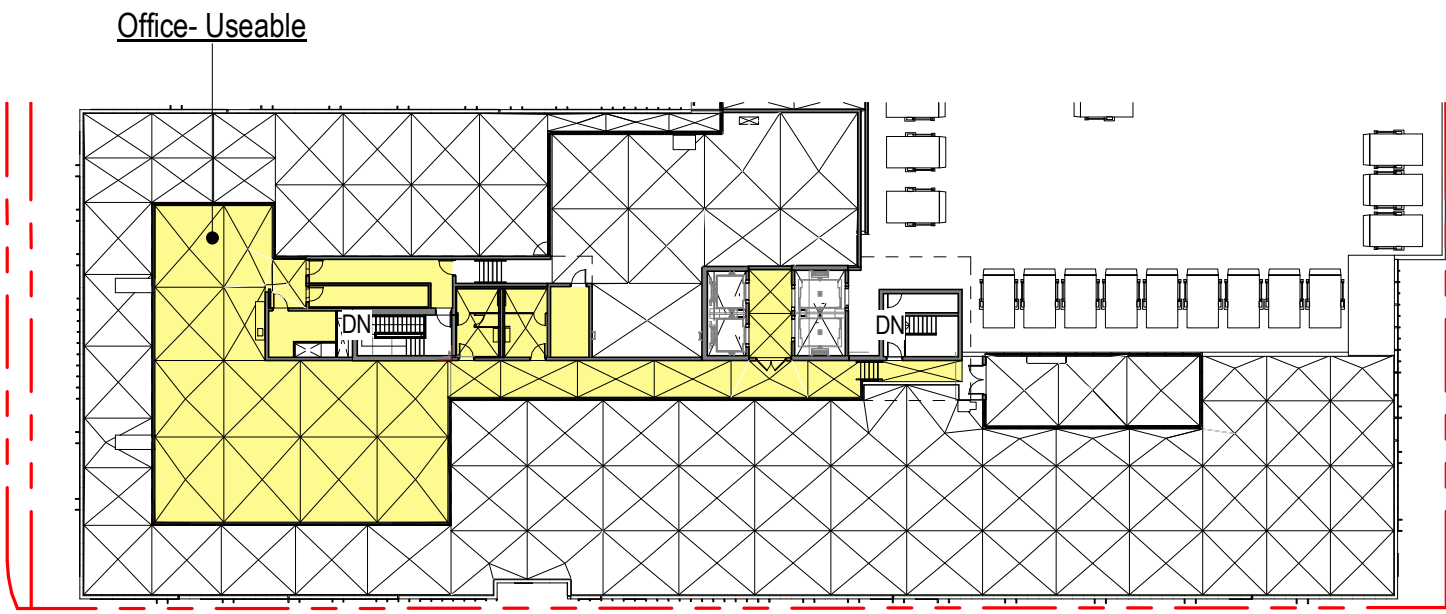


1

ZONING MAP INFORMATION

NOT TO SCALE

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



12 | OFFICE - USEABLE - ROOF LEVEL

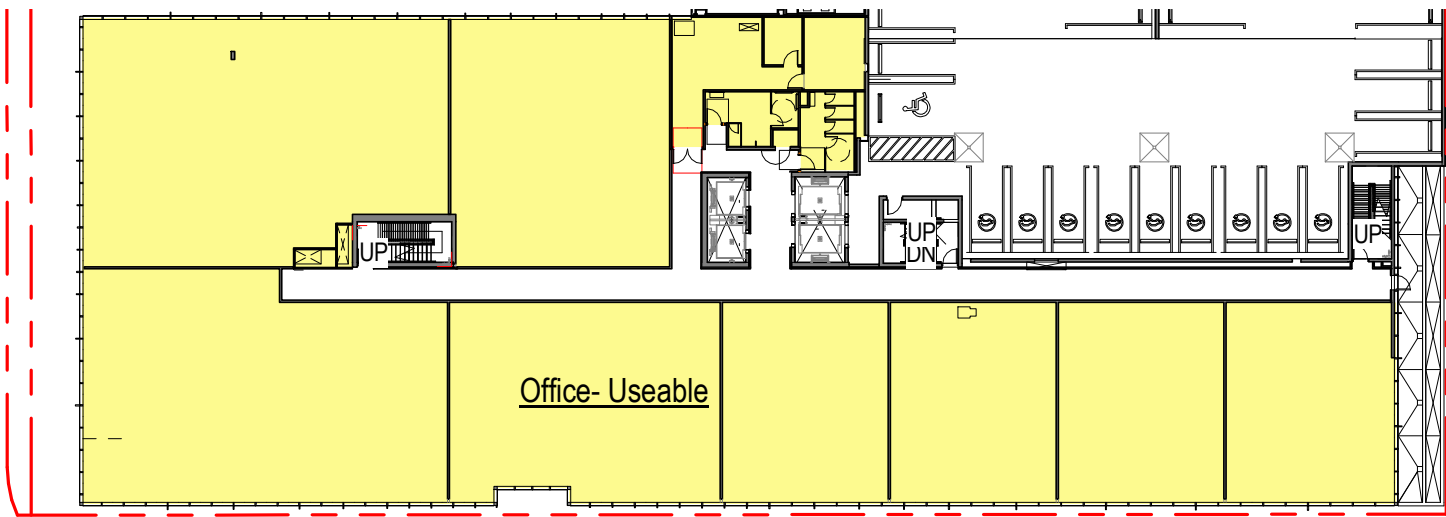
SCALE: 1" = 40'-0"

8 | OFFICE - RENTABLE - ROOF LEVEL

SCALE: 1" = 40'-0"

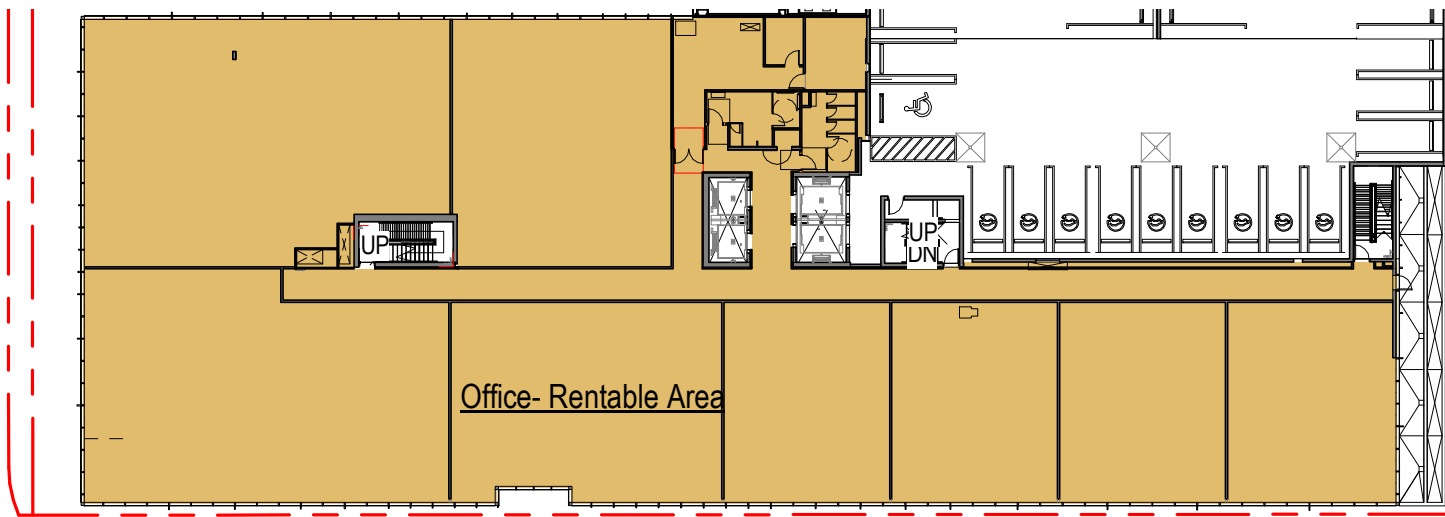
4 | OFFICE - FLOOR AREA GROSS - ROOF LEVEL

SCALE: 1" = 40'-0"



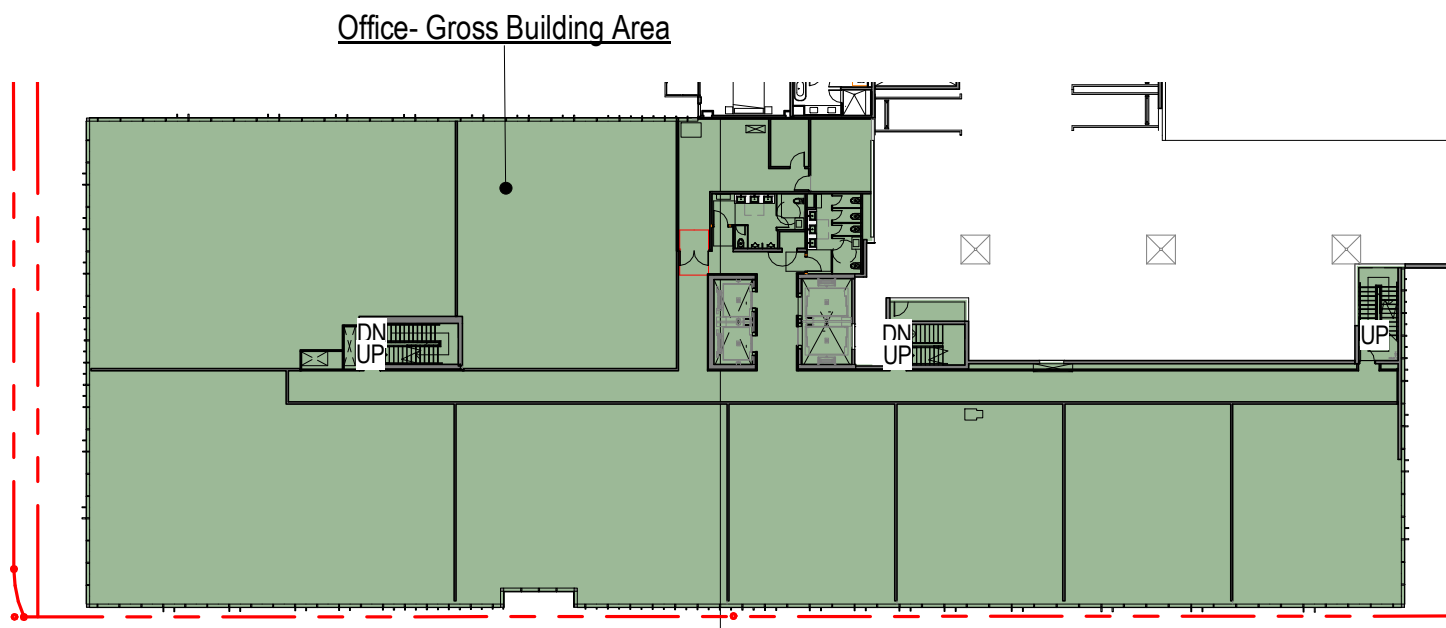
11 | OFFICE-USEABLE- LEVEL 02 THRU 05

SCALE: 1" = 40'-0"



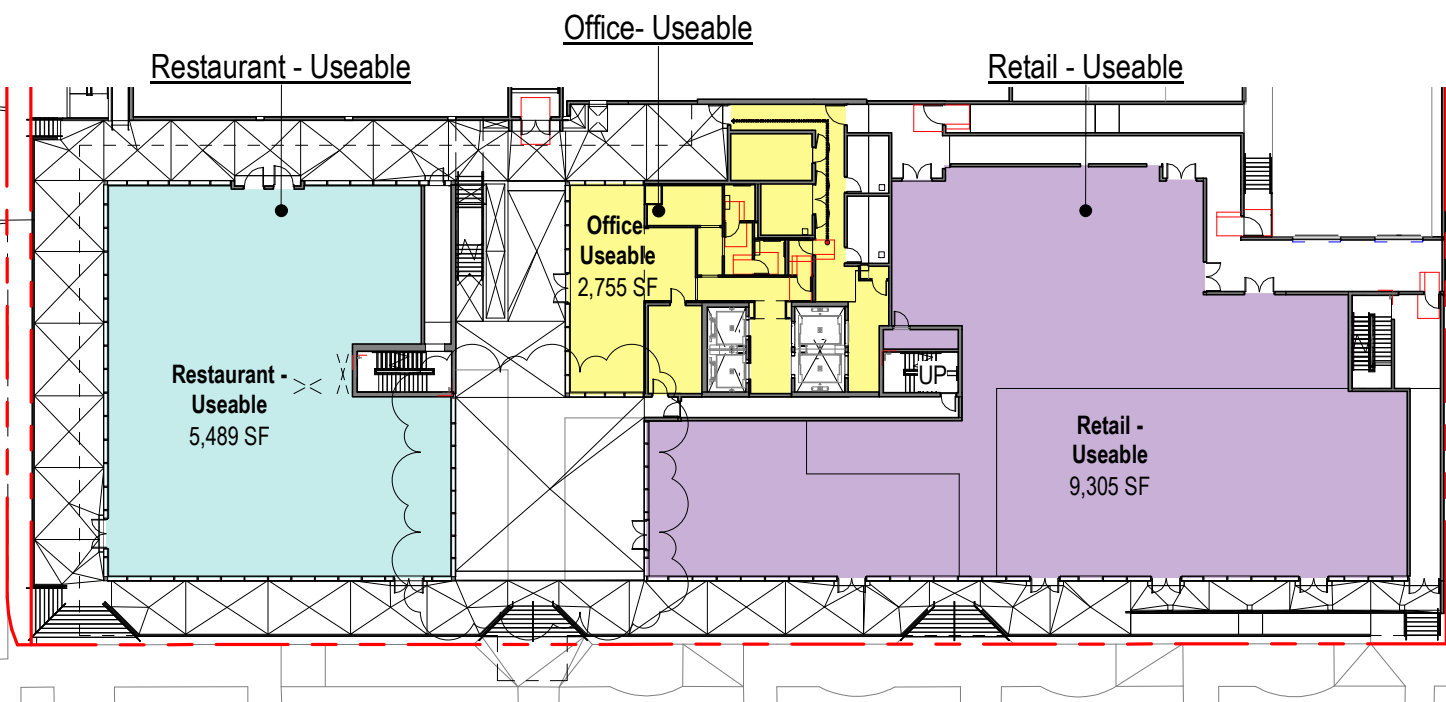
7 | OFFICE - RENTABLE - LEVEL 02

SCALE: 1" = 40'-0"



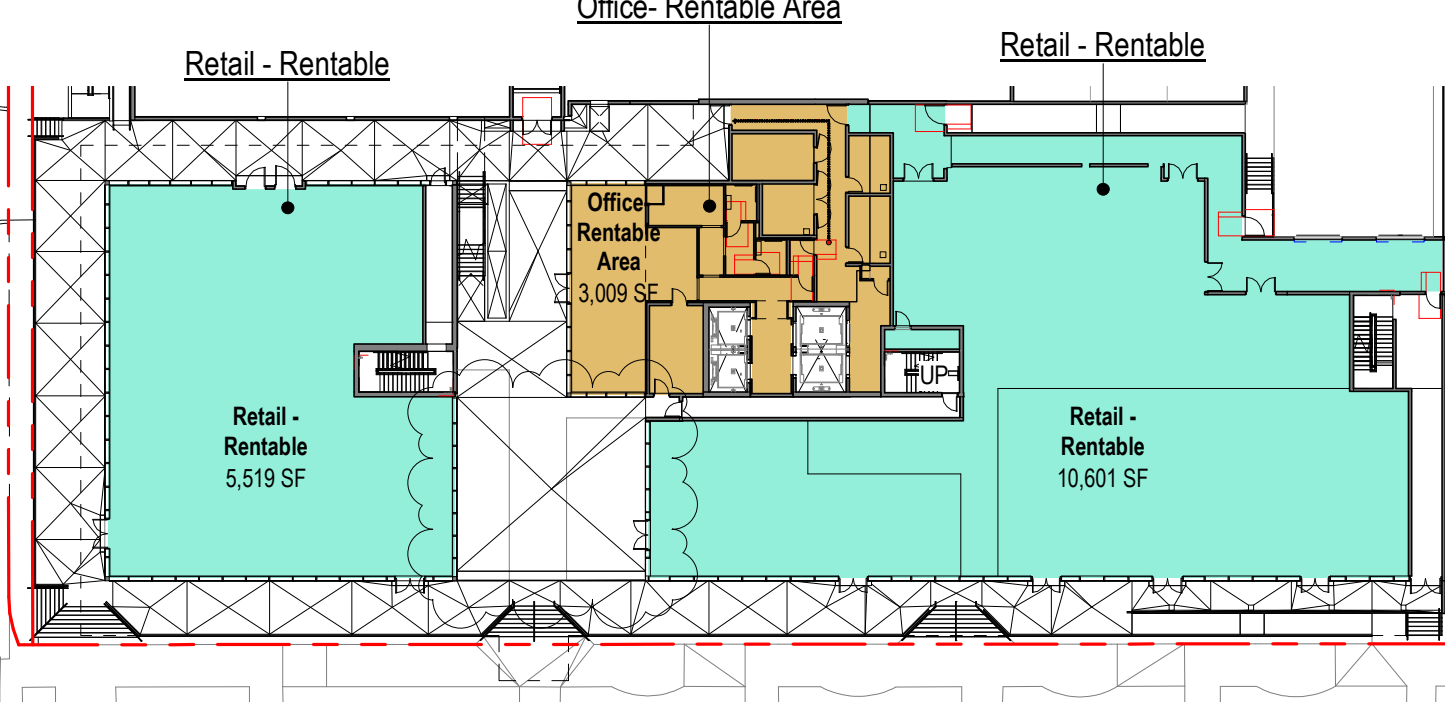
3 | OFFICE-FLOOR AREA GROSS - LEVEL 03 TO 05

SCALE: 1" = 40'-0"



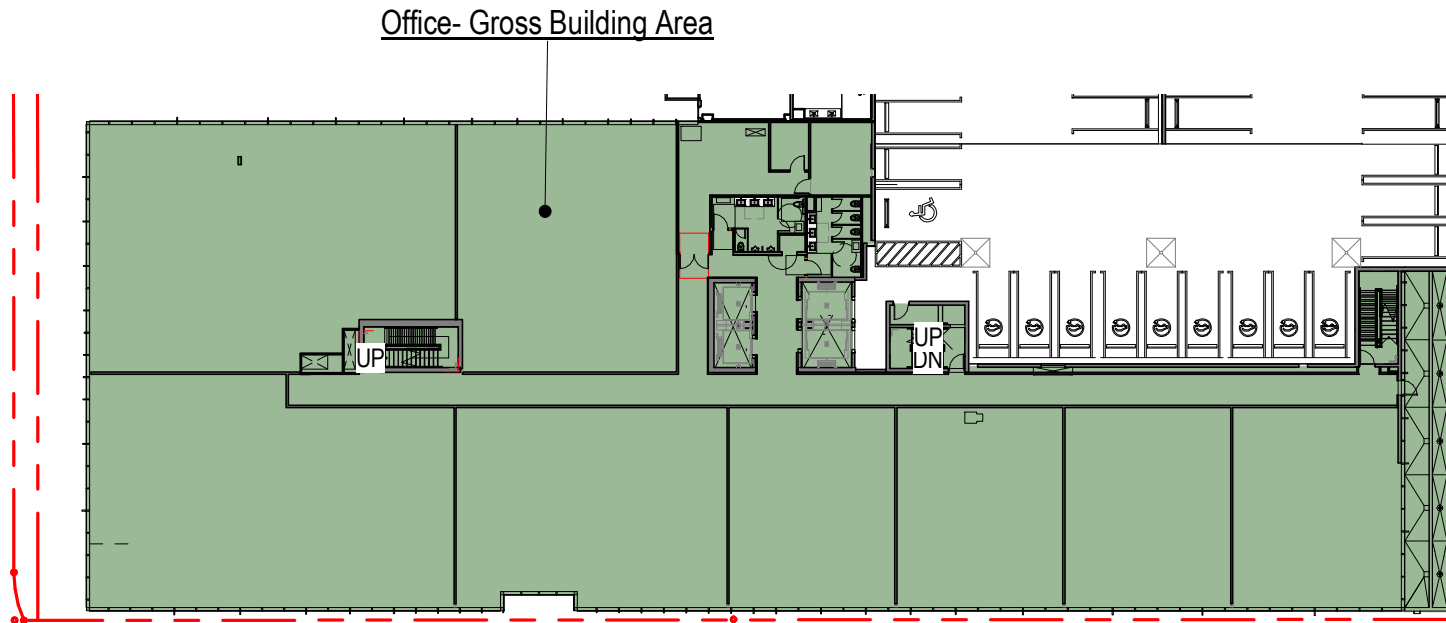
10 | OFFICE-USEABLE- LEVEL 01

SCALE: 1" = 40'-0"



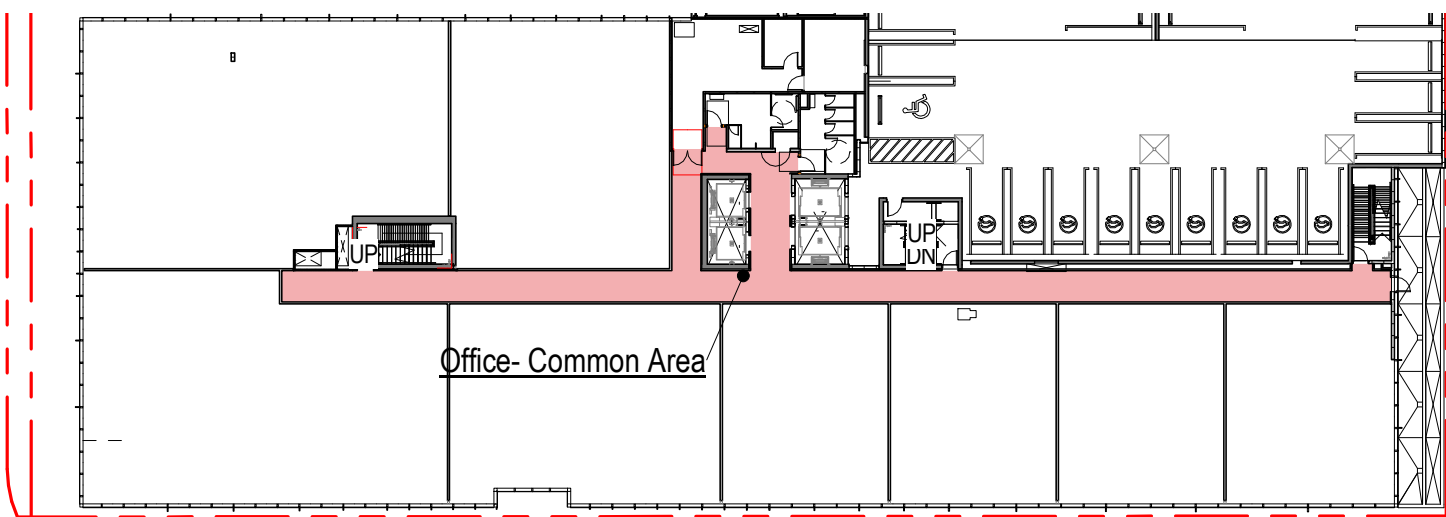
6 | OFFICE - RENTABLE - LEVEL 01

SCALE: 1" = 40'-0"



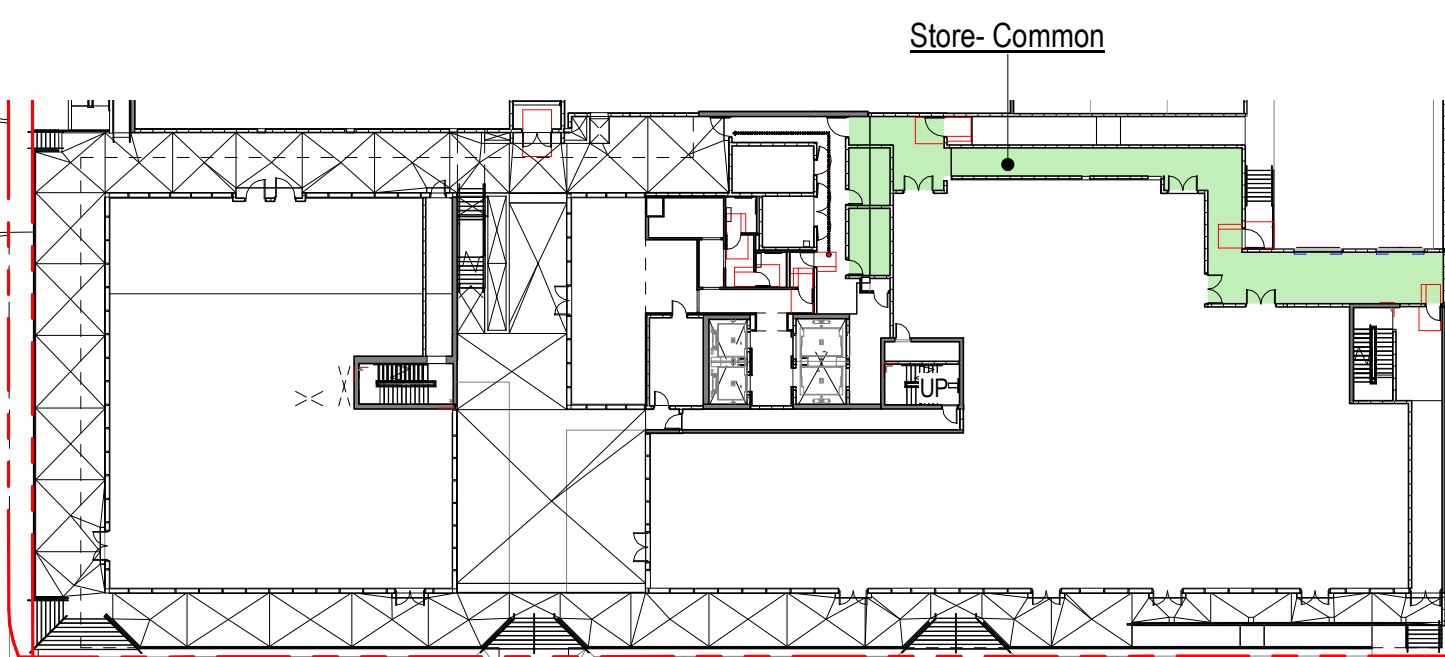
2 | OFFICE- FLOOR AREA GROSS - LEVEL 02

SCALE: 1" = 40'-0"



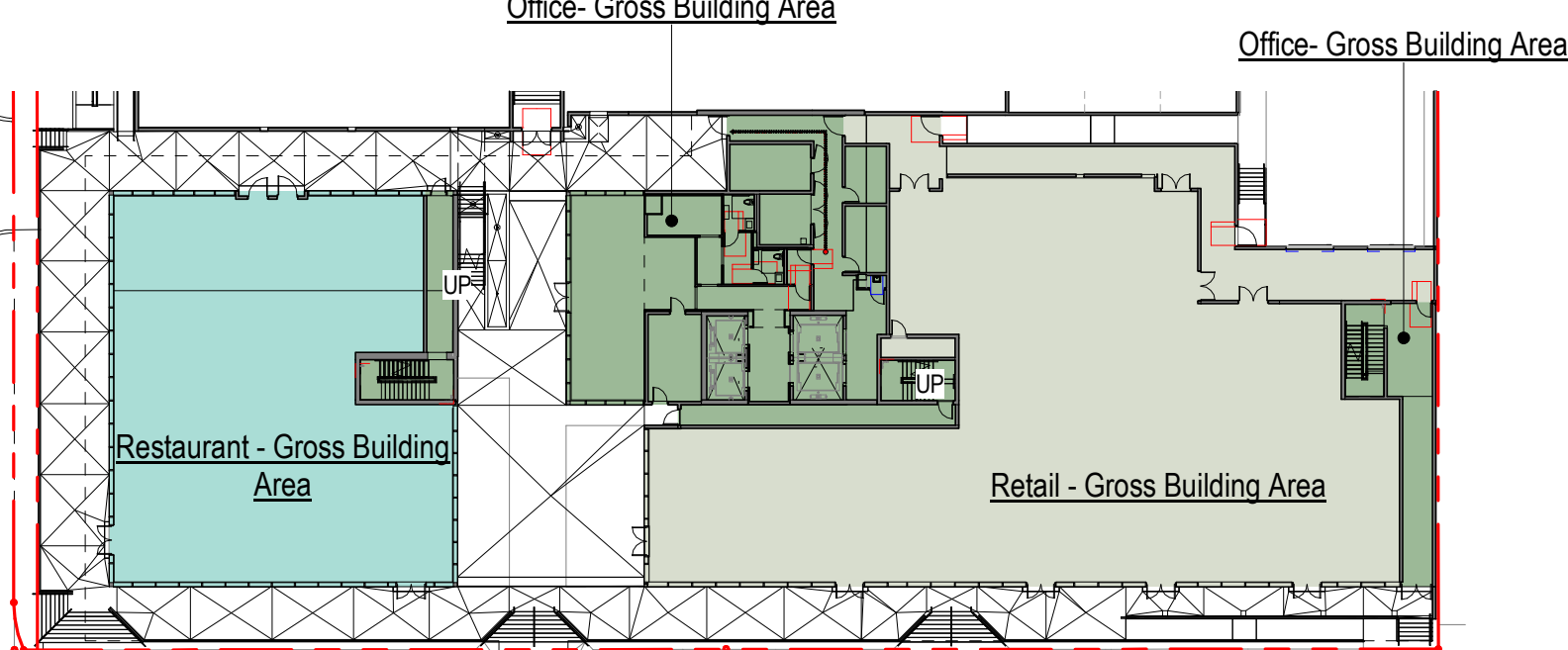
9 | OFFICE- COMMON- LEVEL 02 THRU 05

SCALE: 1" = 40'-0"



5 | OFFICE- COMMON- LEVEL 01

SCALE: 1" = 40'-0"



1 | OFFICE- FLOOR AREA GROSS - LEVEL 01

SCALE: 1" = 40'-0"

OFFICE (FLOOR AREA GROSS)

Level	Name	Area	Number of Stories	Gross SF
Not Placed				
Not Placed	Restaurant - Gross Building Area	Not Placed		0 SF
Not Placed				
LEVEL 01				
LEVEL 01	Office- Gross Building Area	3,986 SF	1	3,986 SF
LEVEL 01	Restaurant - Gross Building Area	5,686 SF		
LEVEL 01	Retail - Gross Building Area	10,812 SF		
LEVEL 01	Office- Gross Building Area	689 SF	1	689 SF
LEVEL 01	Office- Gross Building Area	446 SF	1	446 SF
LEVEL 01				5,121 SF
LEVEL 03 - 05 (T.O.S.)				
LEVEL 02 (T.O.S.)	Office- Gross Building Area	23,384 SF	1	23,384 SF
LEVEL 02 (T.O.S.)				23,384 SF
LEVEL 03 (T.O.S.)				
LEVEL 03 (T.O.S.)	Office- Gross Building Area	22,663 SF	3	67,988 SF
LEVEL 03 (T.O.S.)				67,988 SF
LEVEL ROOF				
LEVEL ROOF	Office- Gross Building Area	5,705 SF	1	5,705 SF
LEVEL ROOF	Office- Gross Building Area	Redundant Area	1	
LEVEL ROOF				5,705 SF
Grand total				102,198 SF

Area Schedule (Office - Rentable)

Level	Name	Area	Number of Stories	Rentable SF
LEVEL 01				
LEVEL 01	Office- Rentable Area	3,009 SF	1	3,009 SF
Office- Rentable Area				3,009 SF
LEVEL 01				
LEVEL 01	Retail - Rentable	5,519 SF	1	5,519 SF
LEVEL 01	Retail - Rentable	10,601 SF	1	10,601 SF
Retail - Rentable				16,120 SF
LEVEL 01				19,130 SF
LEVEL 02 -05 (T.O.S.)				
LEVEL 02 (T.O.S.)	Office- Rentable Area	21,318 SF	4	85,271 SF
Office- Rentable Area				85,271 SF
LEVEL 02 (T.O.S.)				85,271 SF
LEVEL OFFICE REC.				
LEVEL OFFICE REC.	Office- Rentable Area	4,663 SF	1	4,663 SF
LEVEL OFFICE REC.	Office- Rentable Area	Redundant Area	1	
LEVEL OFFICE REC.	Office- Rentable Area	Redundant Area	1	
Office- Rentable Area				4,663 SF
LEVEL OFFICE REC.				4,663 SF
Grand total				109,063 SF

Area Schedule (Office- Useable)

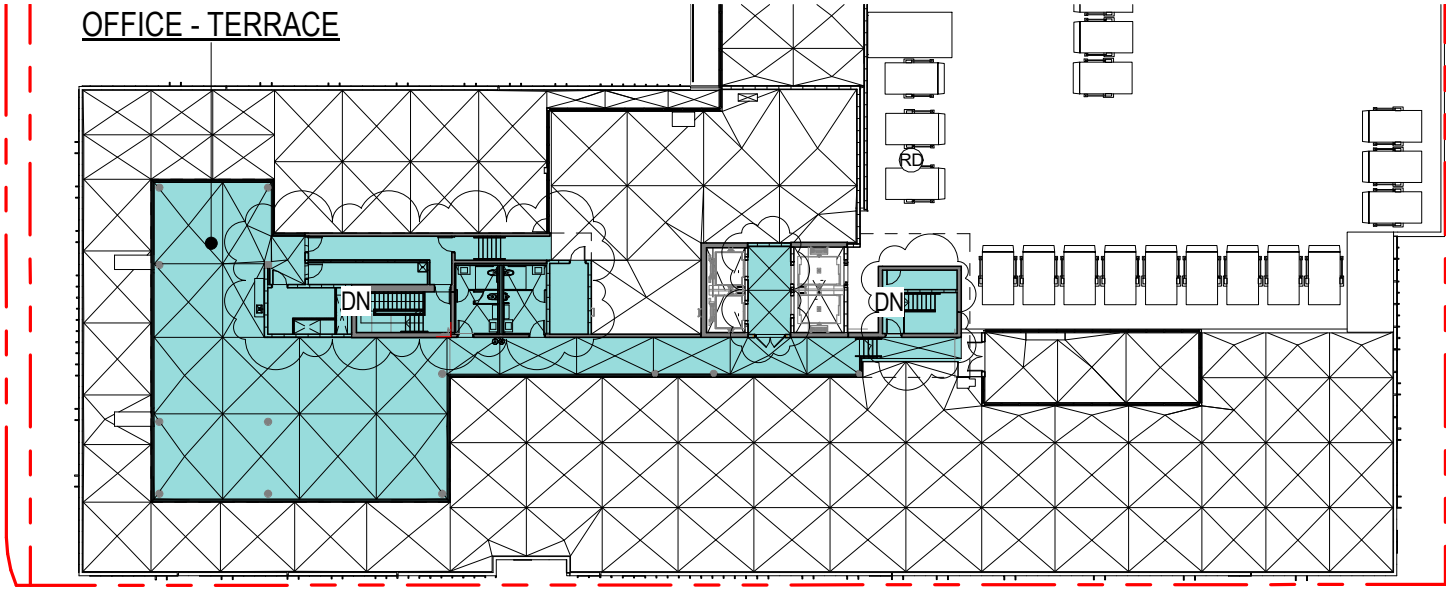
Level	Name	Area	Number of Stories	Useable SF
LEVEL 01				
LEVEL 01	Office- Useable	2,755 SF	1	2,755 SF
Office- Useable				2,755 SF
LEVEL 01				
LEVEL 01	Restaurant - Useable	5,489 SF	1	5,489 SF
Restaurant - Useable				5,489 SF
LEVEL 01				
LEVEL 01	Retail - Useable	9,305 SF	1	9,305 SF
Retail - Useable				9,305 SF
LEVEL 02 - 05 (T.O.S.)				17,549 SF
LEVEL 02 (T.O.S.)				
LEVEL 02 (T.O.S.)	Office- Useable	19,060 SF	4	76,239 SF
Office- Useable				76,239 SF
LEVEL 02 (T.O.S.)				76,239 SF
LEVEL OFFICE REC.				
LEVEL OFFICE REC.	Office- Useable	4,657 SF	1	4,657 SF
LEVEL OFFICE REC.	Office- Useable	Redundant Area	1	
Office- Useable				4,657 SF
LEVEL OFFICE REC.				4,657 SF
Grand total				98,445 SF

Area Schedule (Office- Common)

Level	Name	Area	Number of Stories	Common SF
LEVEL 01				
LEVEL 01	Store- Common	1,492 SF	1	1,492 SF
Store- Common				1,492 SF
LEVEL 01				1,492 SF
LEVEL 02 -05 (T.O.S.)				
LEVEL 02 (T.O.S.)	Office- Common Area	1,946 SF	4	7,783 SF
Office- Common Area				7,783 SF
LEVEL 02 (T.O.S.)				7,783 SF
Grand total				9,275 SF

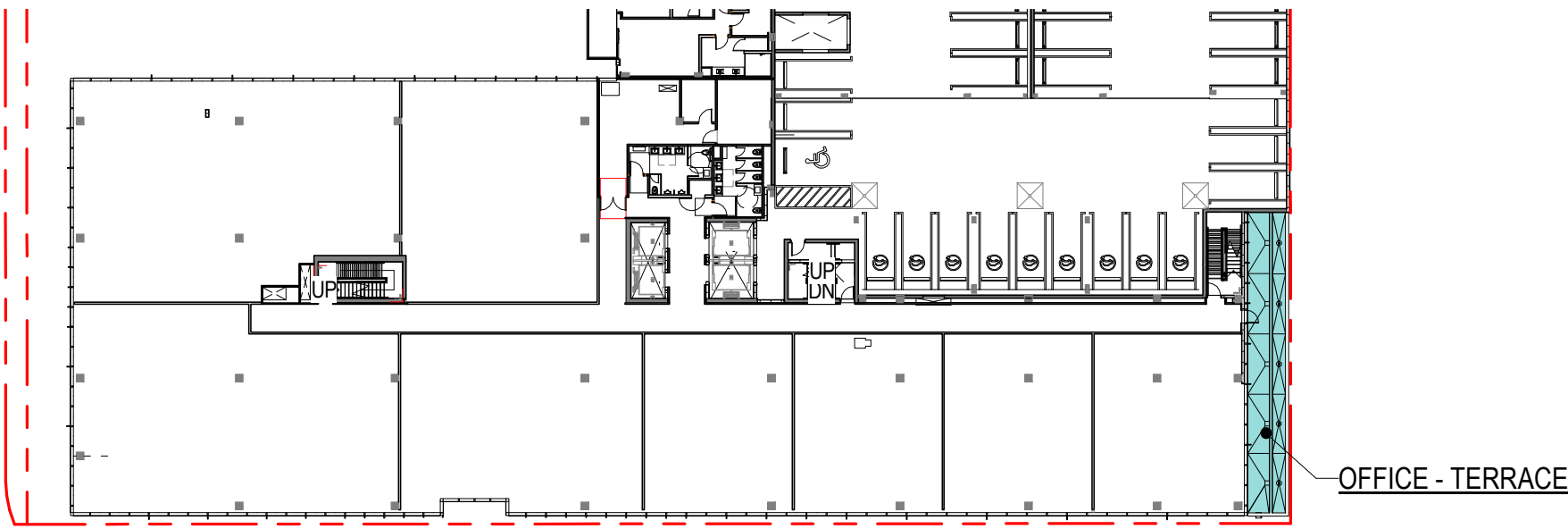
The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

OFFICE TERRACE / BALCONY				
Level	Name	Area	Number of Stories	Terrace/Balcony SF
LEVEL 01				
OFFICE ENTRY TERRACE				
LEVEL 01	OFFICE ENTRY TERRACE	1,424 SF	1	1,424 SF
OFFICE ENTRY TERRACE				1,424 SF
OUTDOOR CAFE				
LEVEL 01	OUTDOOR CAFE	478 SF		
LEVEL 01	OUTDOOR CAFE	560 SF		
OUTDOOR CAFE				0 SF
RETAIL TERRACE				
LEVEL 01	RETAIL TERRACE	5,527 SF	1	5,527 SF
RETAIL TERRACE				5,527 SF
SERVICE TERRACE				
LEVEL 01	SERVICE TERRACE	430 SF	1	430 SF
SERVICE TERRACE				430 SF
LEVEL 01				7,361 SF
LEVEL 02 (T.O.S.)				
OFFICE - TERRACE				
LEVEL 02 (T.O.S.)	OFFICE - TERRACE	620 SF	1	620 SF
OFFICE - TERRACE				620 SF
LEVEL 02 (T.O.S.)				620 SF
LEVEL OFFICE REC.				
OFFICE - TERRACE				
LEVEL OFFICE REC.	OFFICE - TERRACE	5,632 SF	1	5,632 SF
OFFICE - TERRACE				5,632 SF
LEVEL OFFICE REC.				5,632 SF
Grand total				13,633 SF



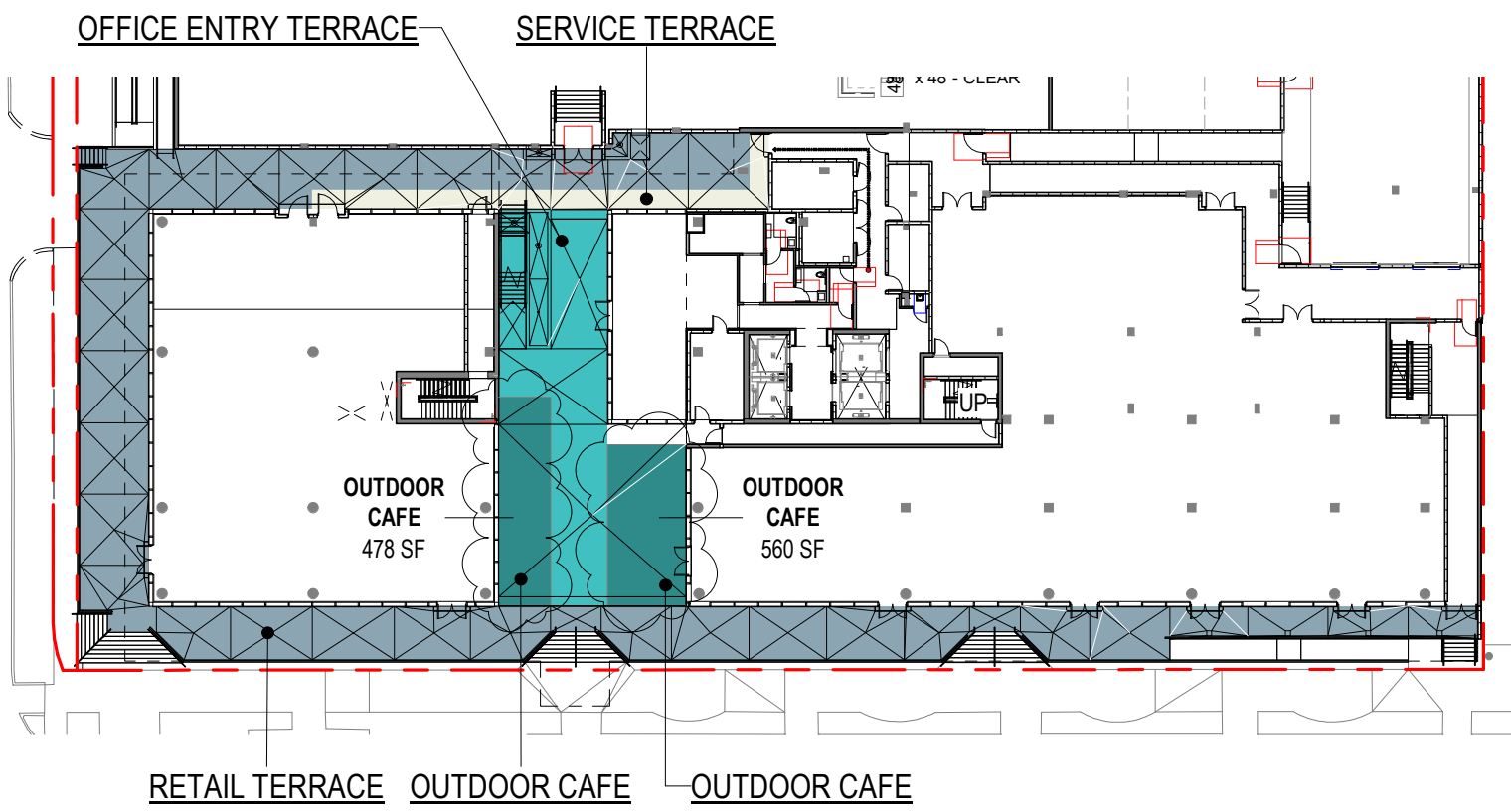
3 | OFFICE- TERRACE - ROOF LEVEL

SCALE: 1" = 40'-0"



2 | OFFICE- TERRACE/BALCONY- LEVEL 02

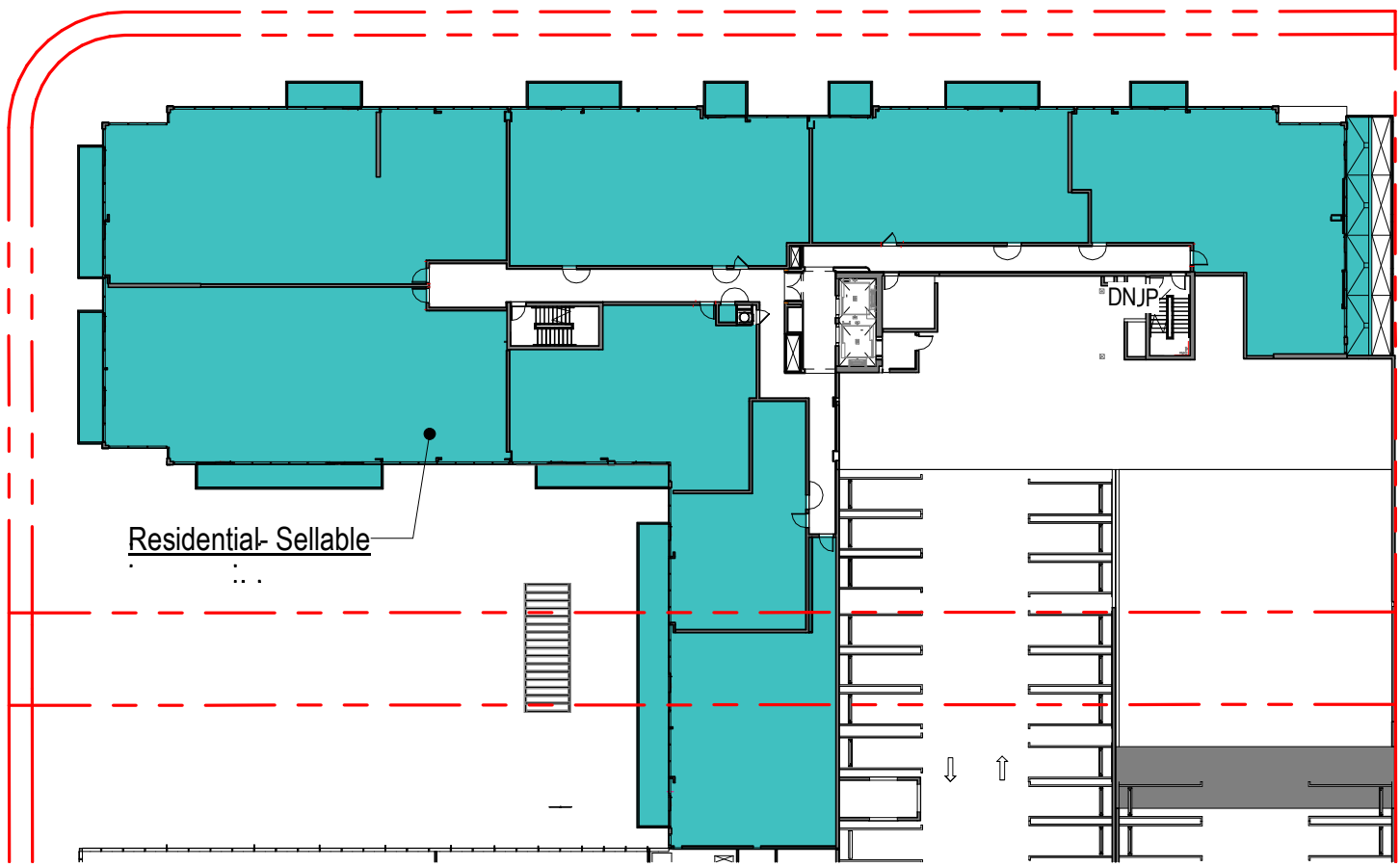
SCALE: 1" = 40'-0"



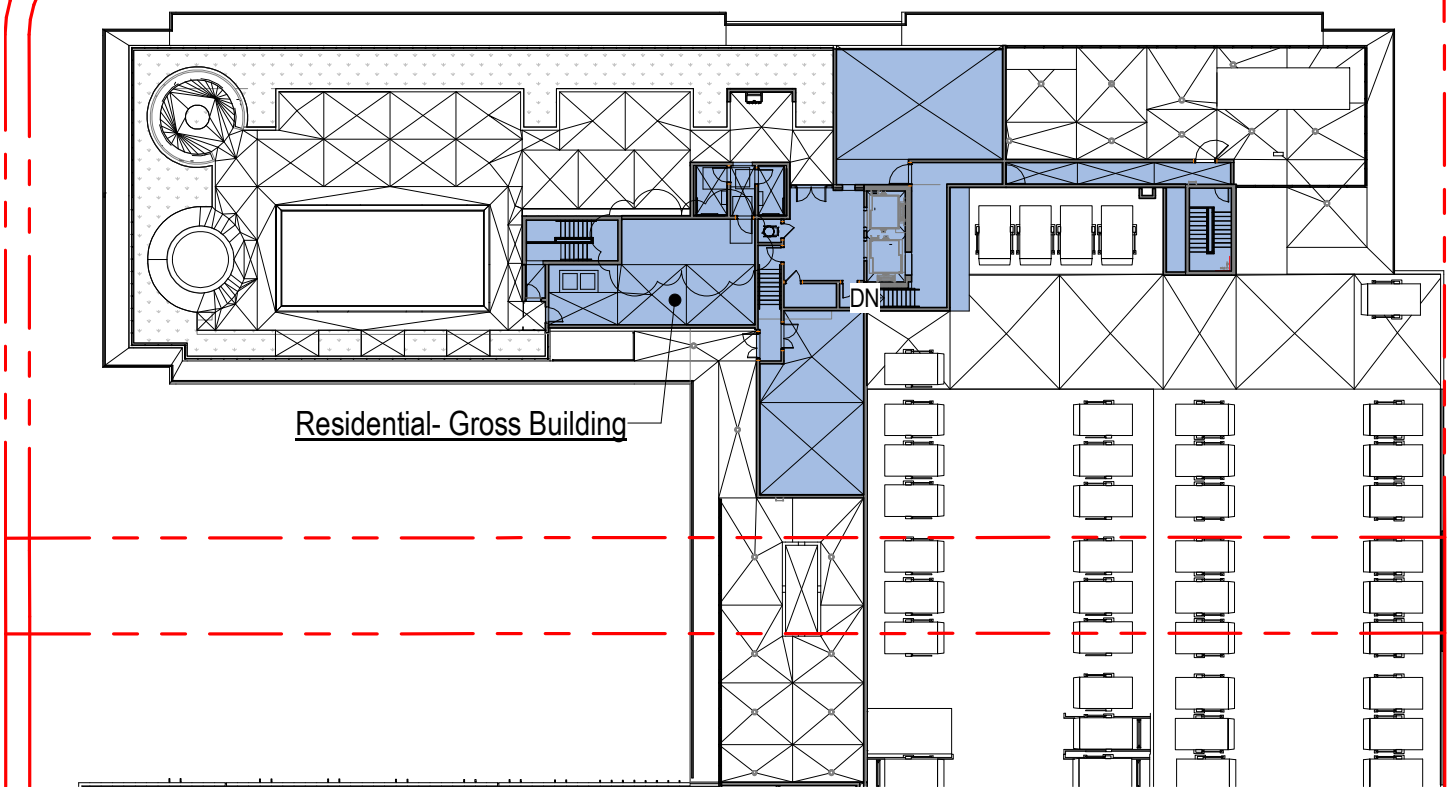
1 | RETAIL TERRACE- LEVEL 01

SCALE: 1" = 40'-0"

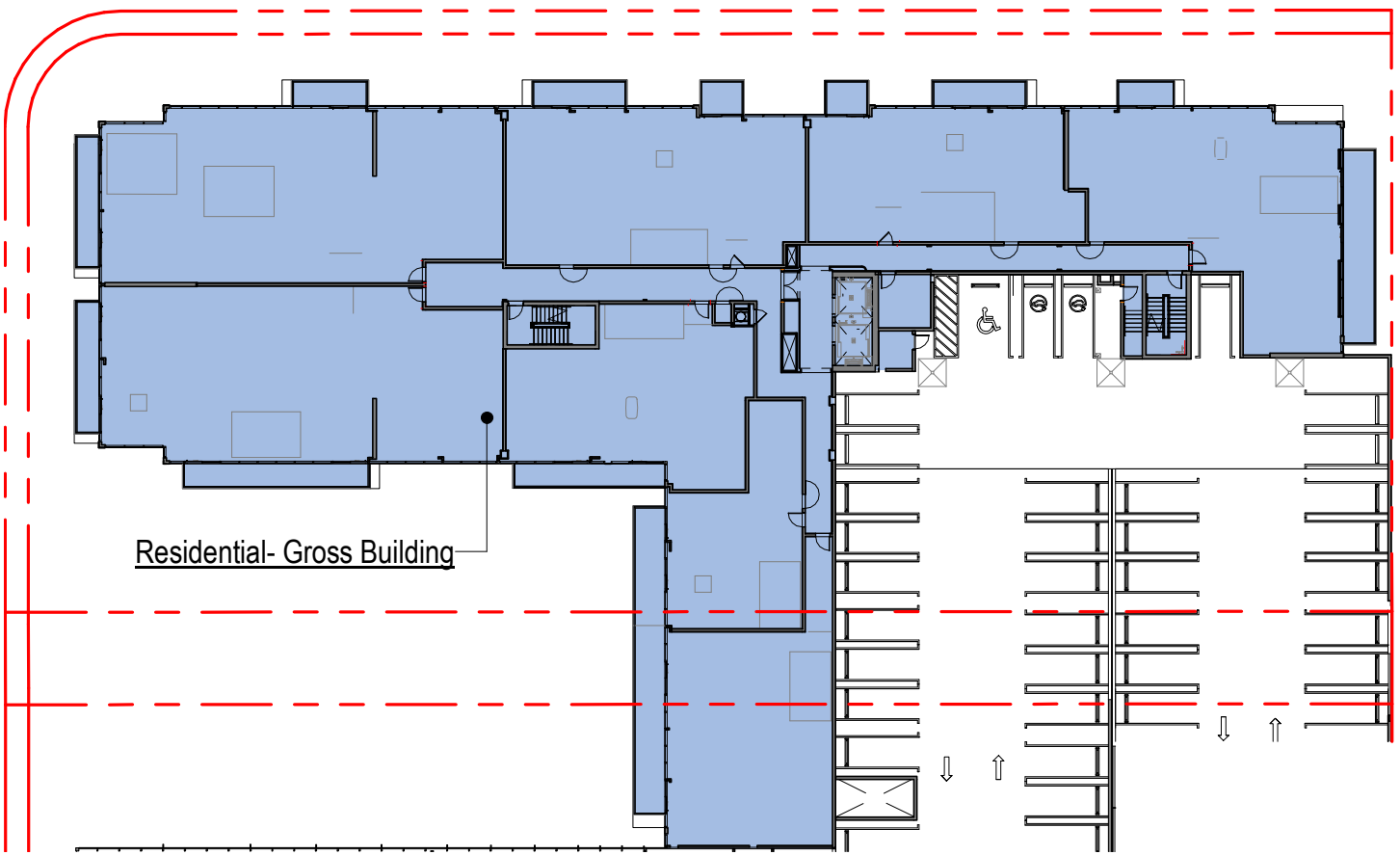
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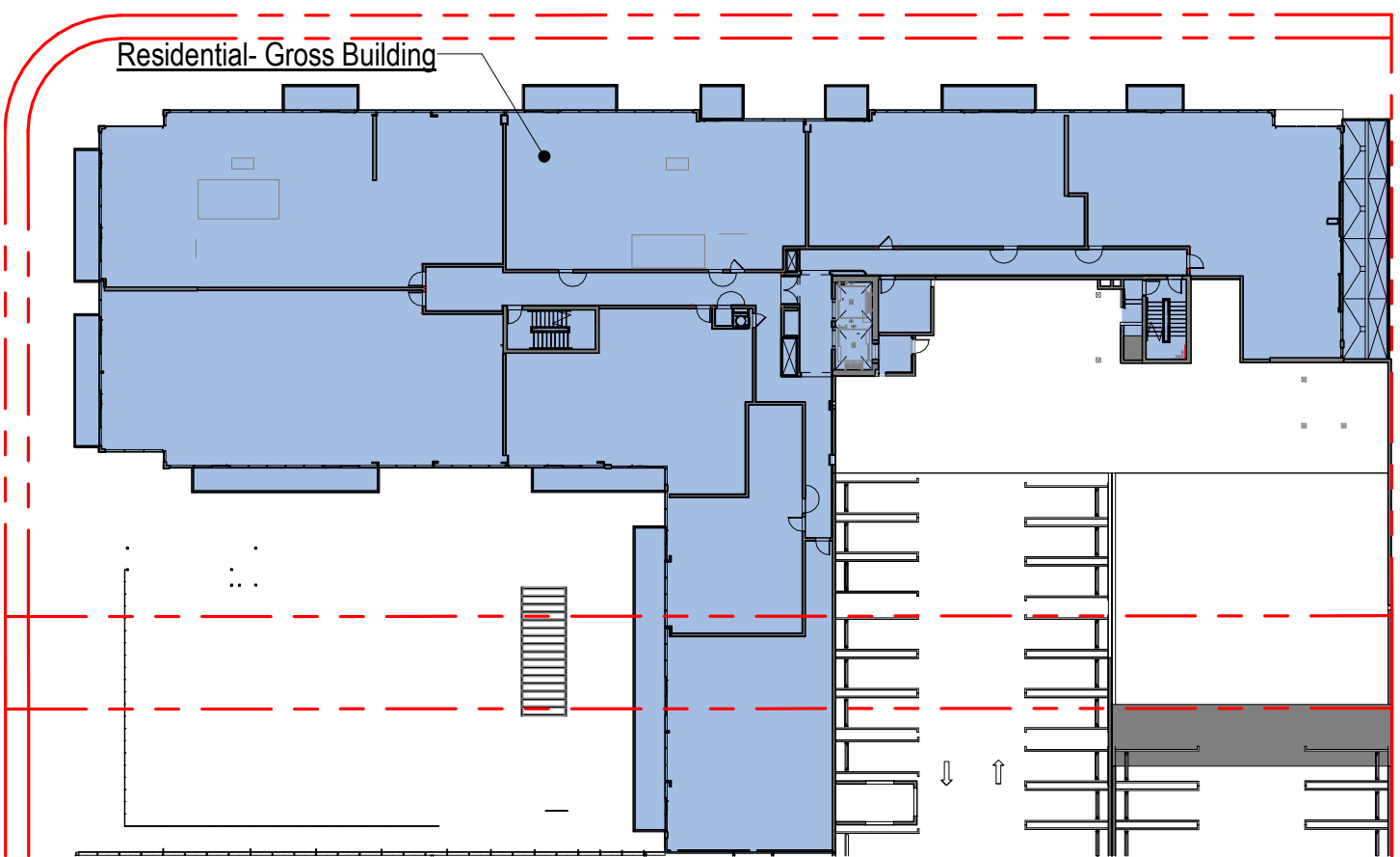
8 RESIDENTIAL - FLOOR AREA SELLABLE - LEVEL R03
SCALE: 1" = 40'-0"



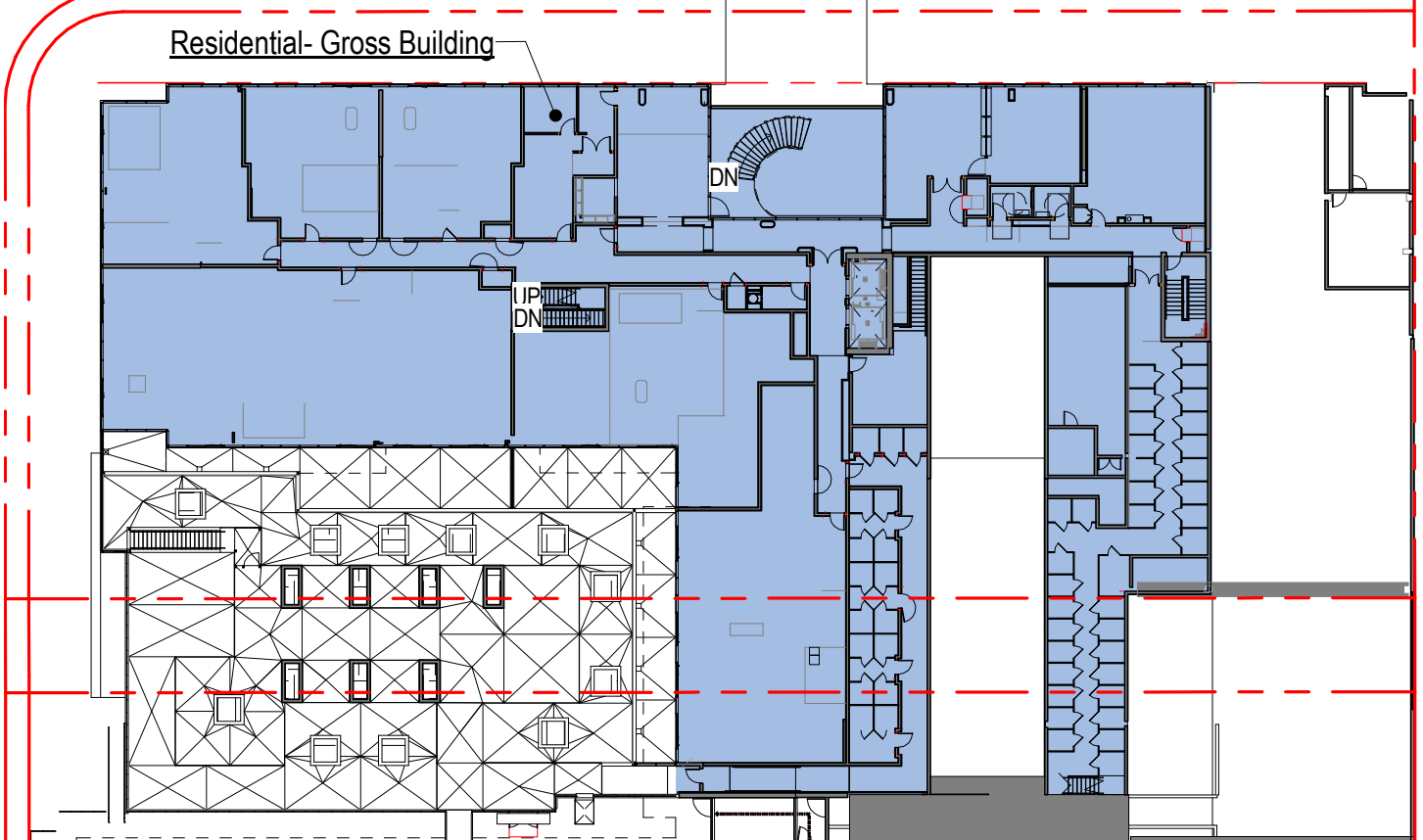
5 RESIDENTIAL - FLOOR GROSS - LEVEL ROOF
SCALE: 1" = 40'-0"



4 RESIDENTIAL - FLOOR AREA GROSS - LEVEL R04 THRU R08
SCALE: 1" = 40'-0"



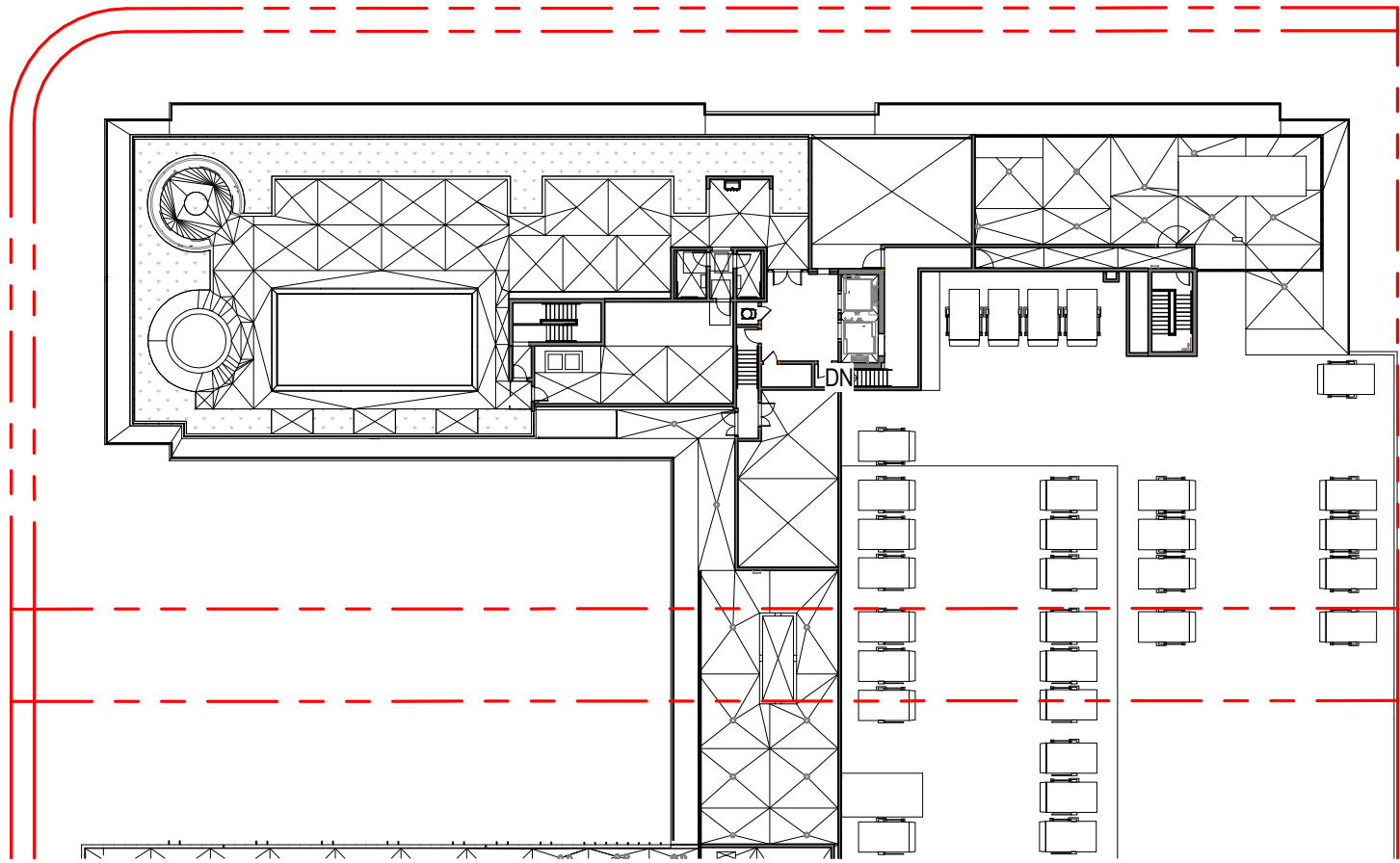
3 RESIDENTIAL - FLOOR AREA GROSS - LEVEL R03
SCALE: 1" = 40'-0"



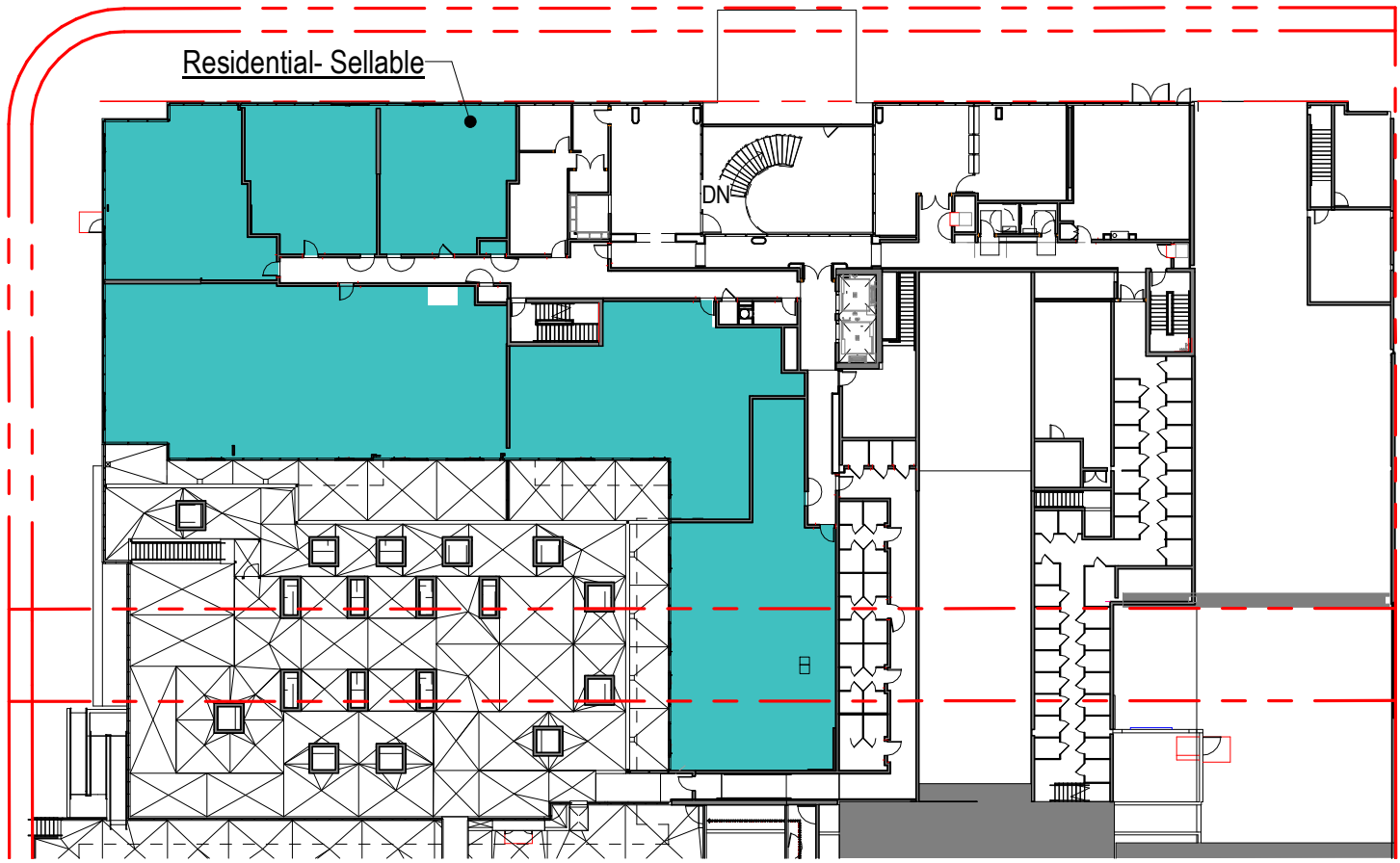
2 RESIDENTIAL - FLOOR AREA GROSS - LEVEL R02
SCALE: 1" = 40'-0"

Area Schedule (Residential - Gross Building)				
Level	Name	Area	Number of Stories	Gross SF
LEVEL R01				
LEVEL R01	Residential- Gross Building	3,466 SF	1	3,466 SF
LEVEL R01	Residential- Gross Building	772 SF	1	772 SF
LEVEL R01	Residential- Gross Building	2,452 SF	1	2,452 SF
LEVEL R01	Residential- Gross Building	Not Enclosed	1	
Residential- Gross Building				6,689 SF
LEVEL R01				
LEVEL R02 (T.O.S.)				
LEVEL R02 (T.O.S.)	Residential- Gross Building	22,972 SF	1	22,972 SF
Residential- Gross Building				22,972 SF
LEVEL R02 (T.O.S.)				
LEVEL R02 (T.O.S.)				
LEVEL R03 (T.O.S.)				
LEVEL R03 (T.O.S.)	Residential- Gross Building	22,418 SF	1	22,418 SF
LEVEL R04 -R08 (T.O.S.)				
LEVEL R03 (T.O.S.)				22,418 SF
LEVEL R04 (T.O.S.)				
LEVEL R04 (T.O.S.)	Residential- Gross Building	22,212 SF	5	111,058 SF
Residential- Gross Building				111,058 SF
LEVEL R04 (T.O.S.)				
LEVEL R04 (T.O.S.)				
LEVEL ROOF				
LEVEL ROOF	Residential- Gross Building	4,866 SF	1	4,866 SF
Residential- Gross Building				4,866 SF
LEVEL ROOF				
LEVEL RESI REC DECK				
LEVEL RESI REC DECK	Residential - Gross Building	4,286 SF	1	4,286 SF
Residential - Gross Building				4,286 SF
LEVEL RESI REC DECK				
LEVEL RESI REC DECK				
Grand total				172,288 SF

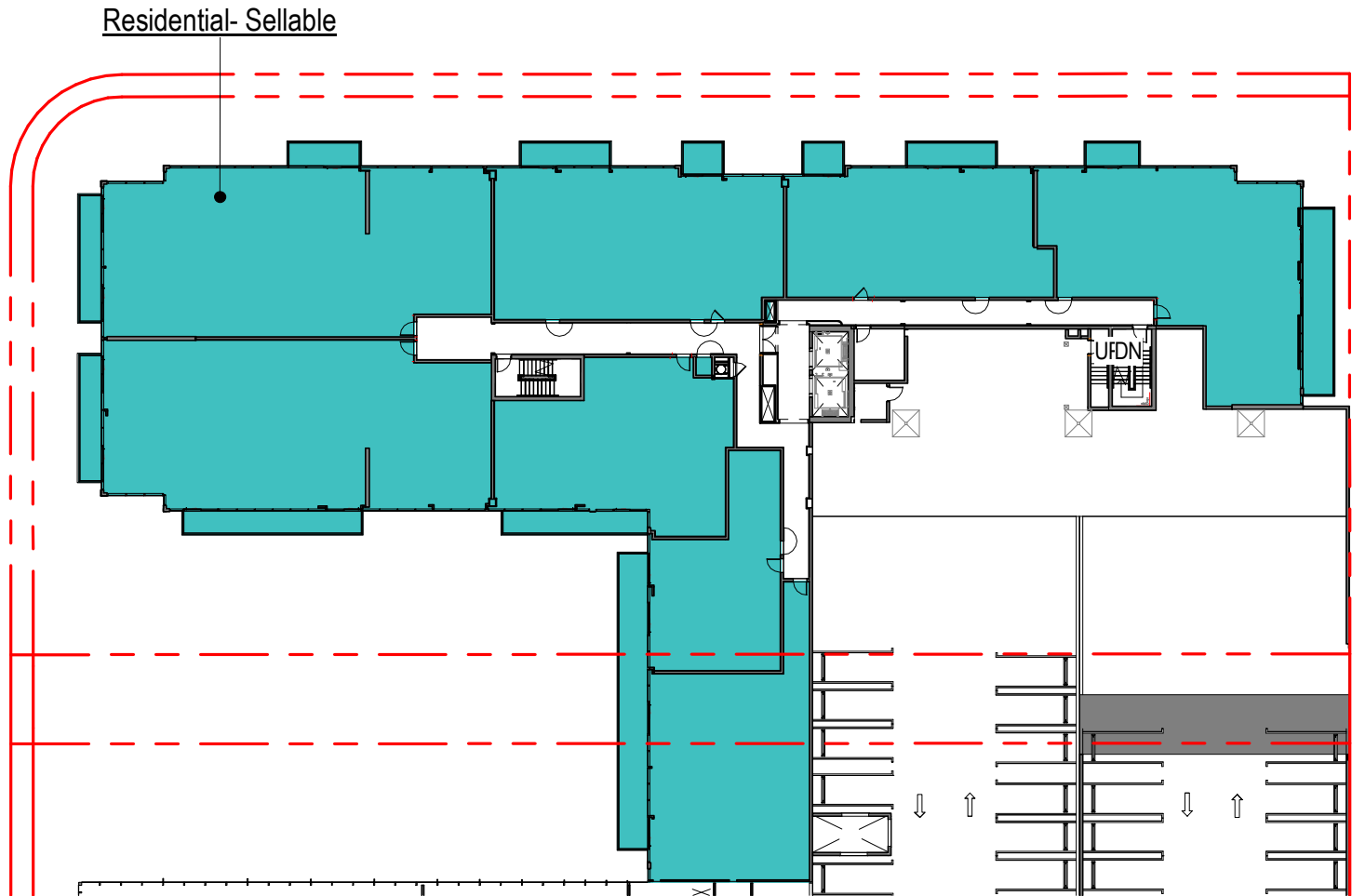
Area Schedule (Residential - Sellable)				
Level	Name	Area	Number of Stories	Rentable SF
LEVEL R02 (T.O.S.)				
LEVEL R02 (T.O.S.)	Residential- Sellable	10,644 SF	1	10,644 SF
Residential- Sellable				10,644 SF
LEVEL R02 (T.O.S.)				
LEVEL R02 (T.O.S.)				
LEVEL R03 (T.O.S.)				
LEVEL R03 (T.O.S.)	Residential- Sellable	19,461 SF	1	19,461 SF
LEVEL R04 -R08 (T.O.S.)				
LEVEL R03 (T.O.S.)				19,461 SF
LEVEL R04 (T.O.S.)				
LEVEL R04 (T.O.S.)				
LEVEL R04 (T.O.S.)	Residential- Sellable	19,509 SF	5	97,547 SF
Residential- Sellable				97,547 SF
LEVEL R04 (T.O.S.)				
LEVEL R04 (T.O.S.)				
Grand total				127,652 SF



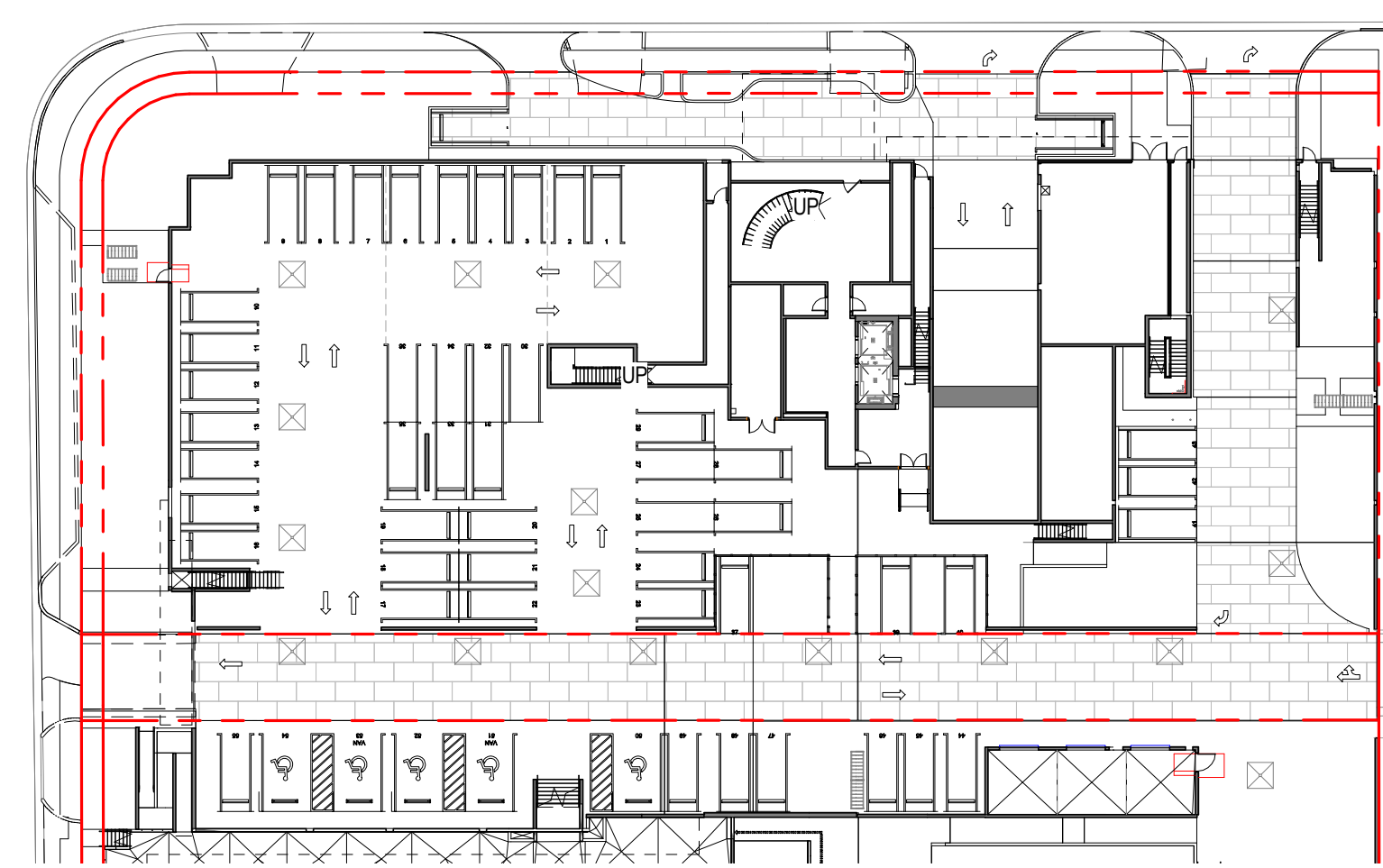
10 RESIDENTIAL - FLOOR SELLABLE - LEVEL ROOF
SCALE: 1" = 40'-0"



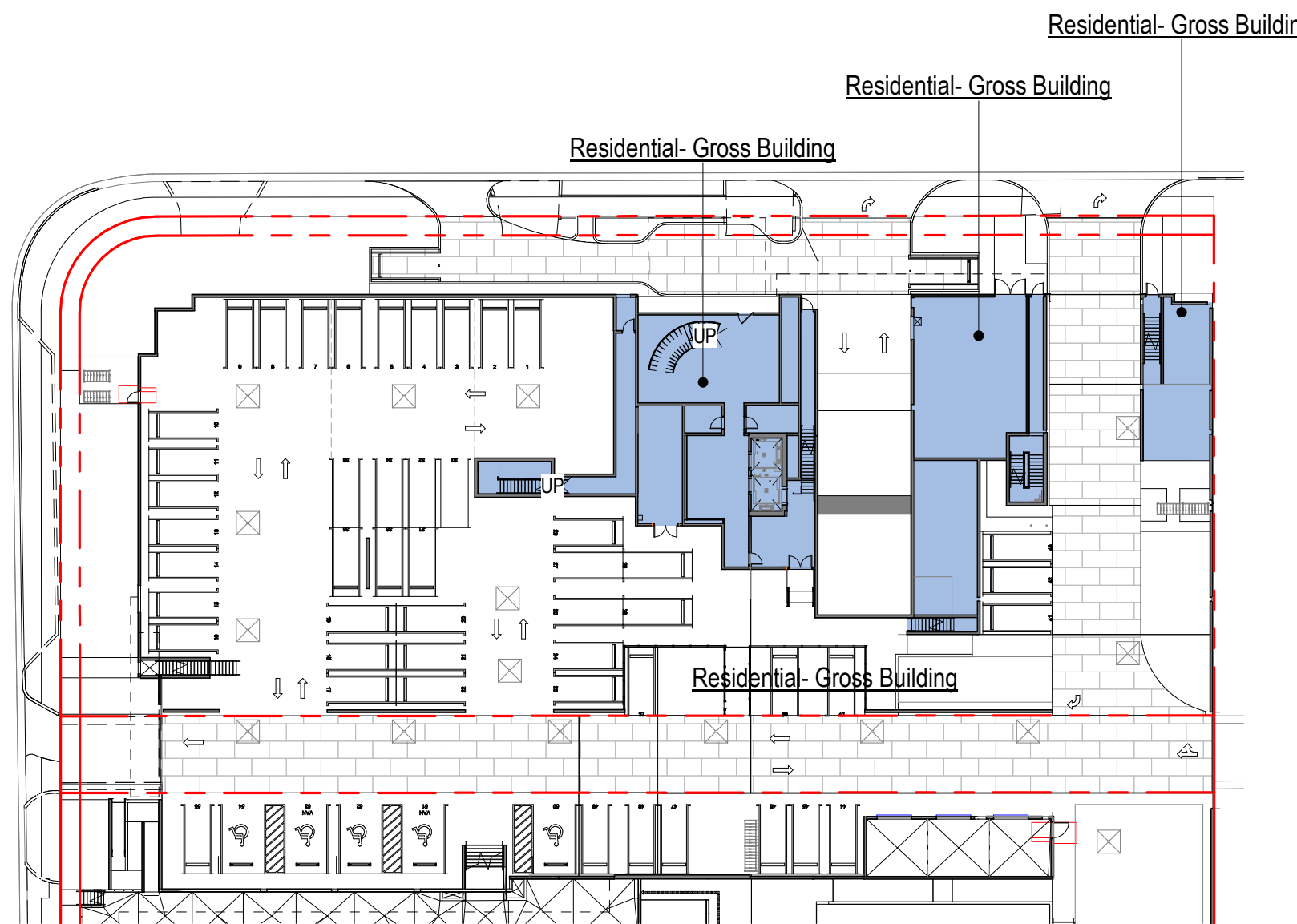
7 RESIDENTIAL - FLOOR AREA SELLABLE - LEVEL R02
SCALE: 1" = 40'-0"



9 RESIDENTIAL - FLOOR AREA SELLABLE - LEVEL R04 THRU R08
SCALE: 1" = 40'-0"



6 RESIDENTIAL - FLOOR AREA SELLABLE - LEVEL R01
SCALE: 1" = 40'-0"

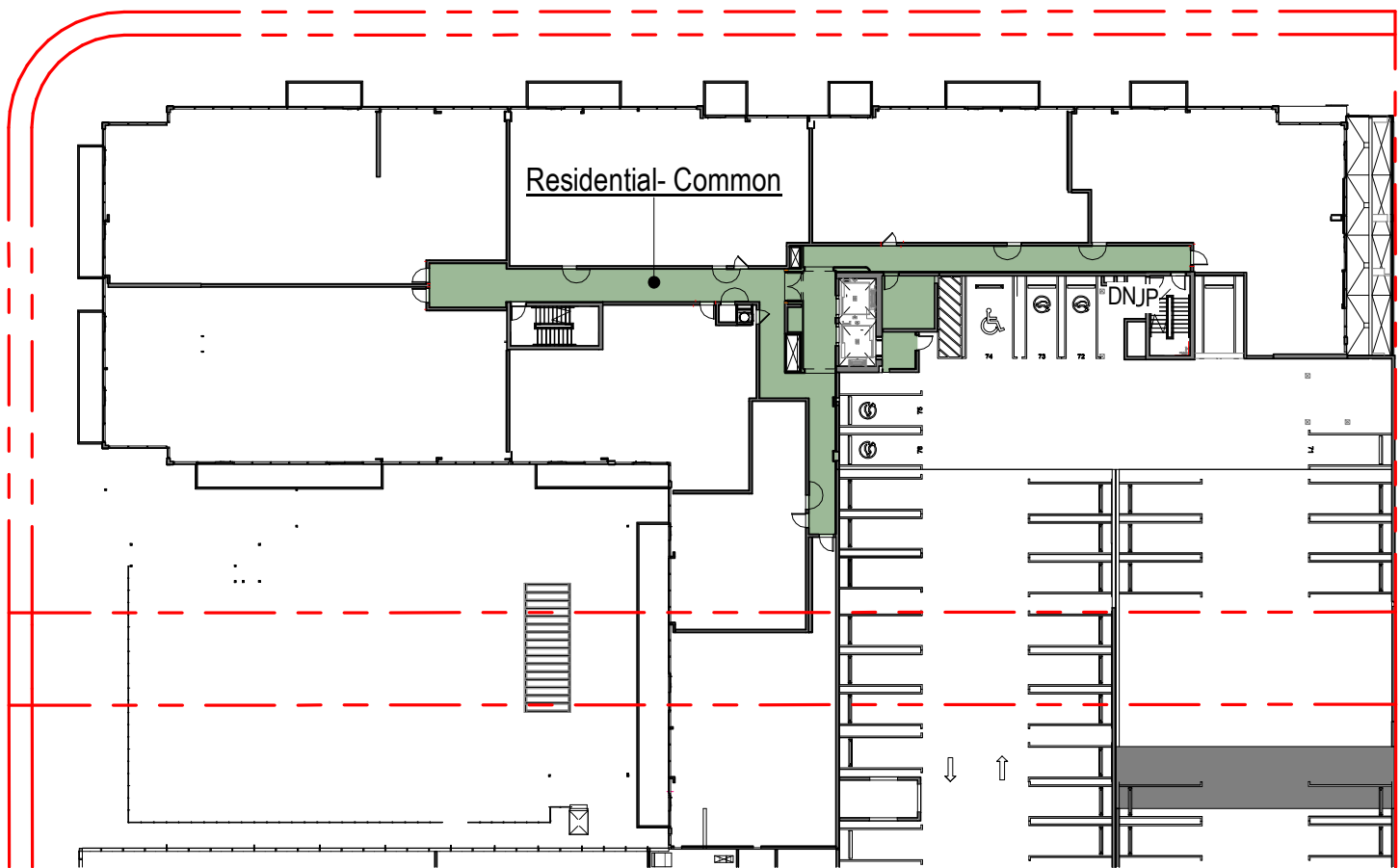


1 RESIDENTIAL - FLOOR AREA GROSS - LEVEL R01
SCALE: 1" = 40'-0"

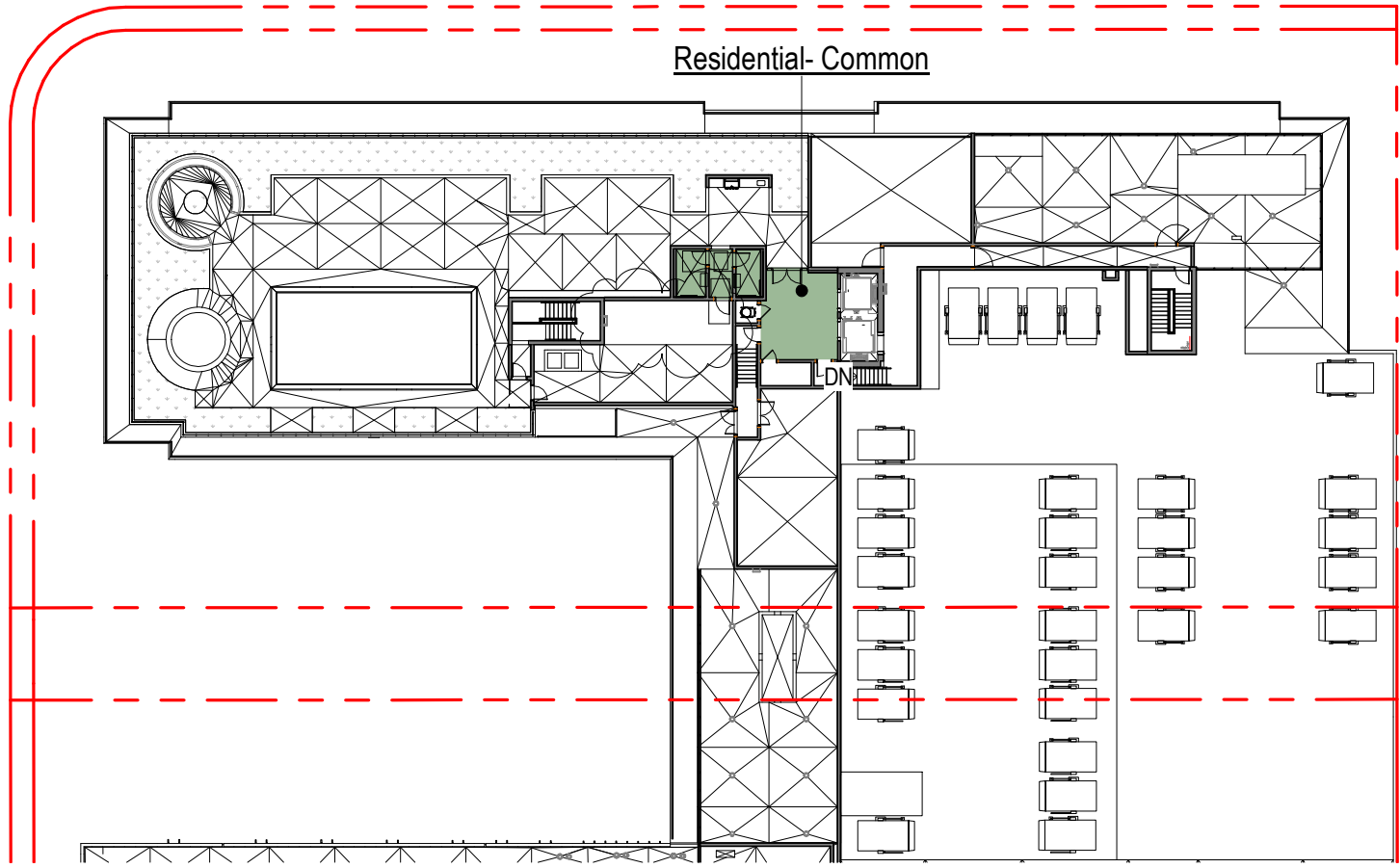
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Area Schedule (Residential- Common)				
Level	Name	Area	Number of Stories	Common SF
LEVEL R01				
LEVEL R01	Residential- Lobby	2,136 SF	1	2,136 SF
Residential- Lobby				2,136 SF
LEVEL R01				2,136 SF
LEVEL R02 (T.O.S.)				
LEVEL R02 (T.O.S.)	Residential- Common	5,680 SF	1	5,680 SF
Residential- Common				5,680 SF
LEVEL R02 (T.O.S.)				5,680 SF
LEVEL R03 (T.O.S.)				
LEVEL R03 (T.O.S.)	Residential- Common	1,995 SF	6	11,969 SF
Residential- Common				11,969 SF
LEVEL R03 (T.O.S.)				11,969 SF
LEVEL R04 - R08 (T.O.S.)				
LEVEL R04 (T.O.S.)	Residential- Common	1,989 SF	5	9,947 SF
Residential- Common				9,947 SF
LEVEL R04 (T.O.S.)				9,947 SF
LEVEL ROOF				
LEVEL ROOF	Residential- Common	525 SF		
Residential- Common				0 SF
LEVEL ROOF				0 SF
Grand total				29,731 SF

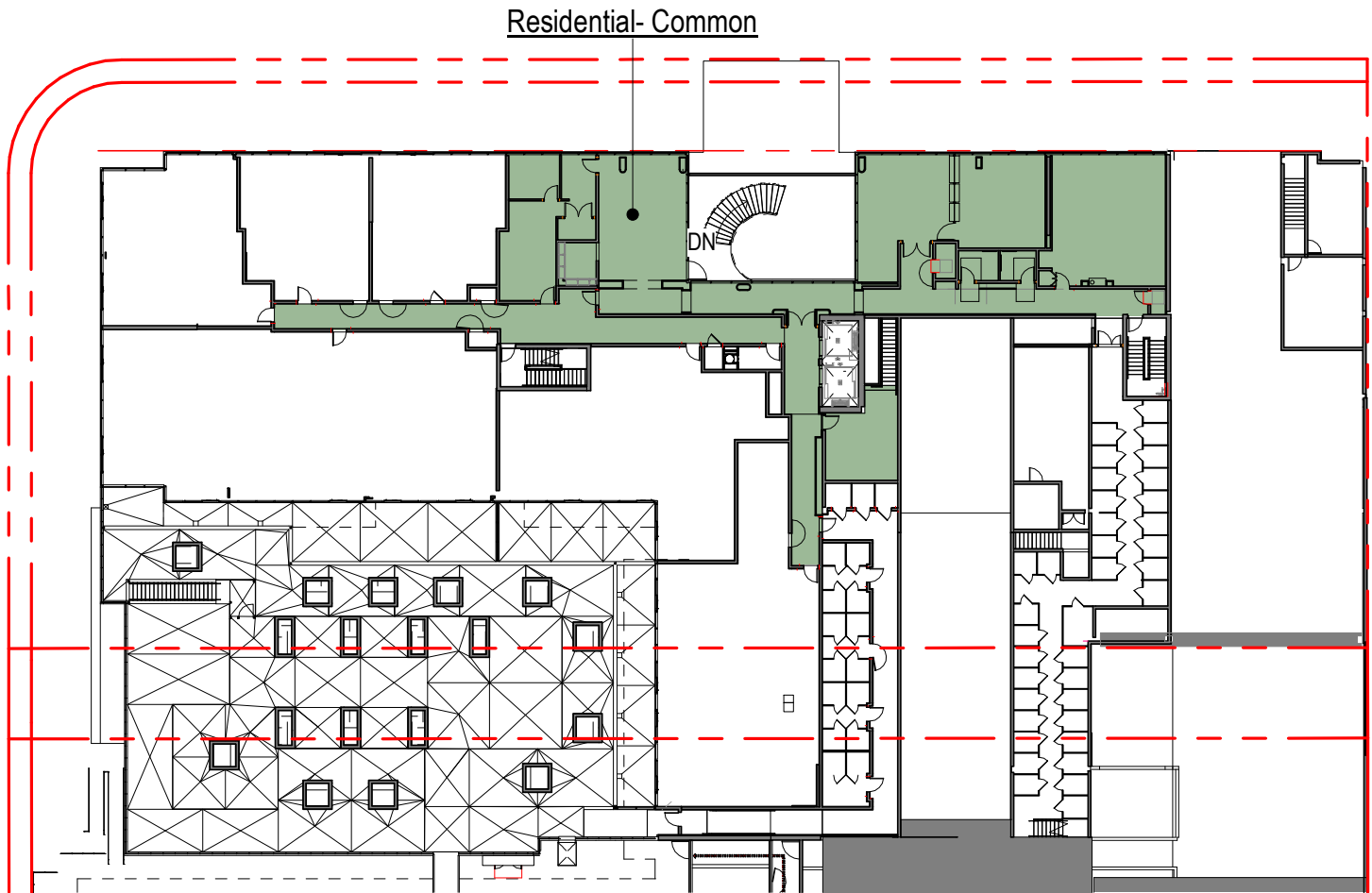
3 | LEVEL R03
SCALE: 1" = 40'-0"



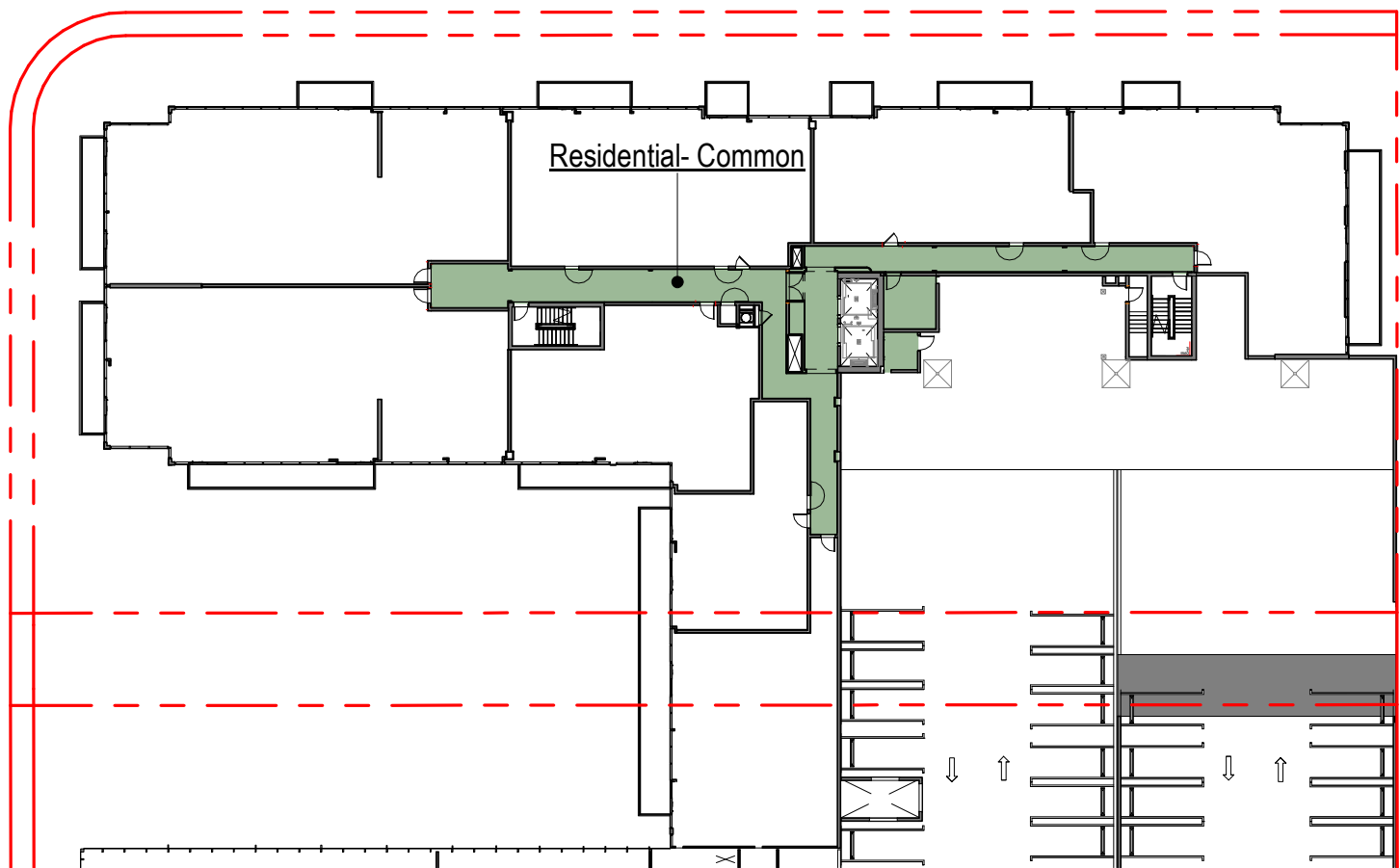
5 | LEVEL ROOF
SCALE: 1" = 40'-0"



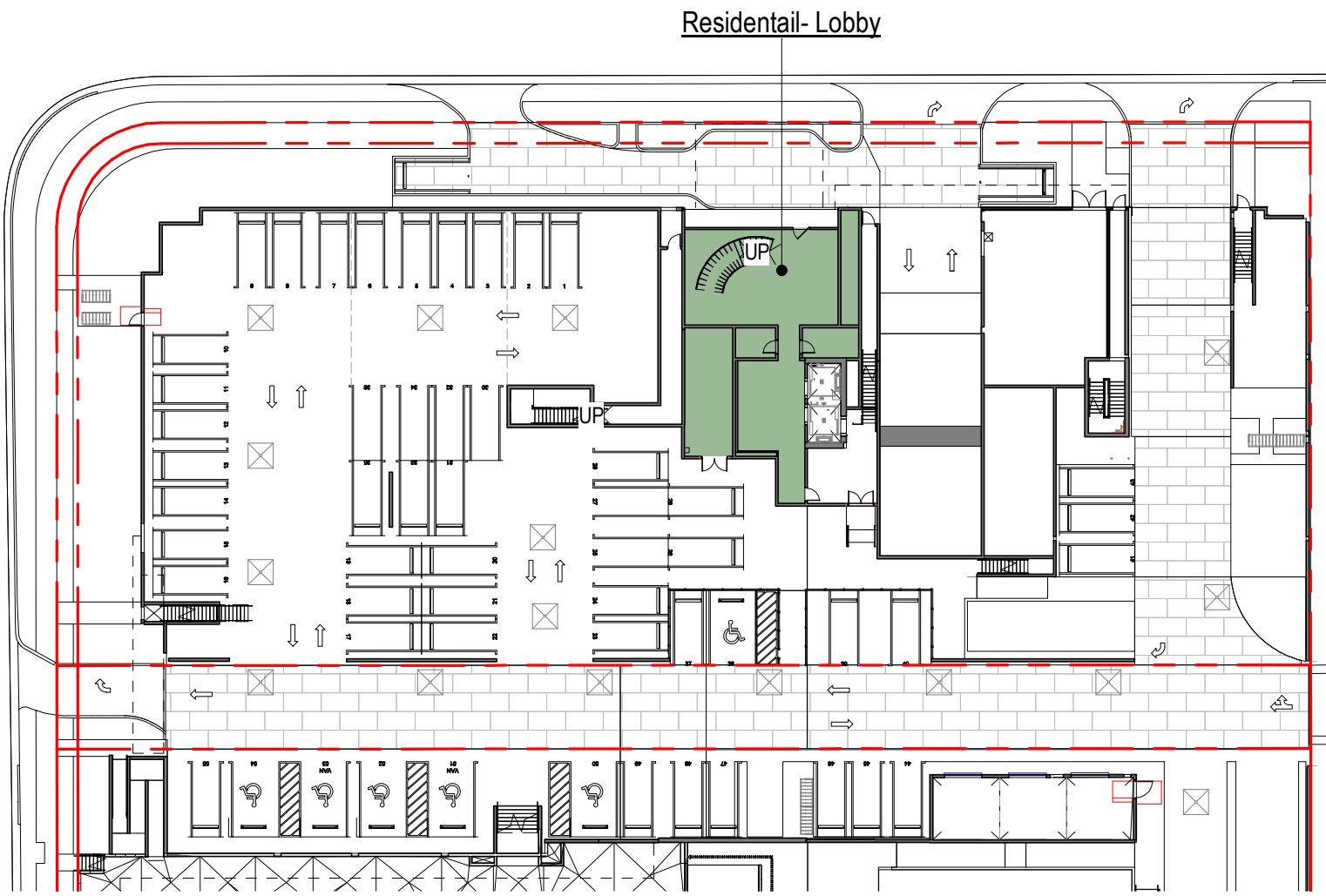
2 | LEVEL R02
SCALE: 1" = 40'-0"



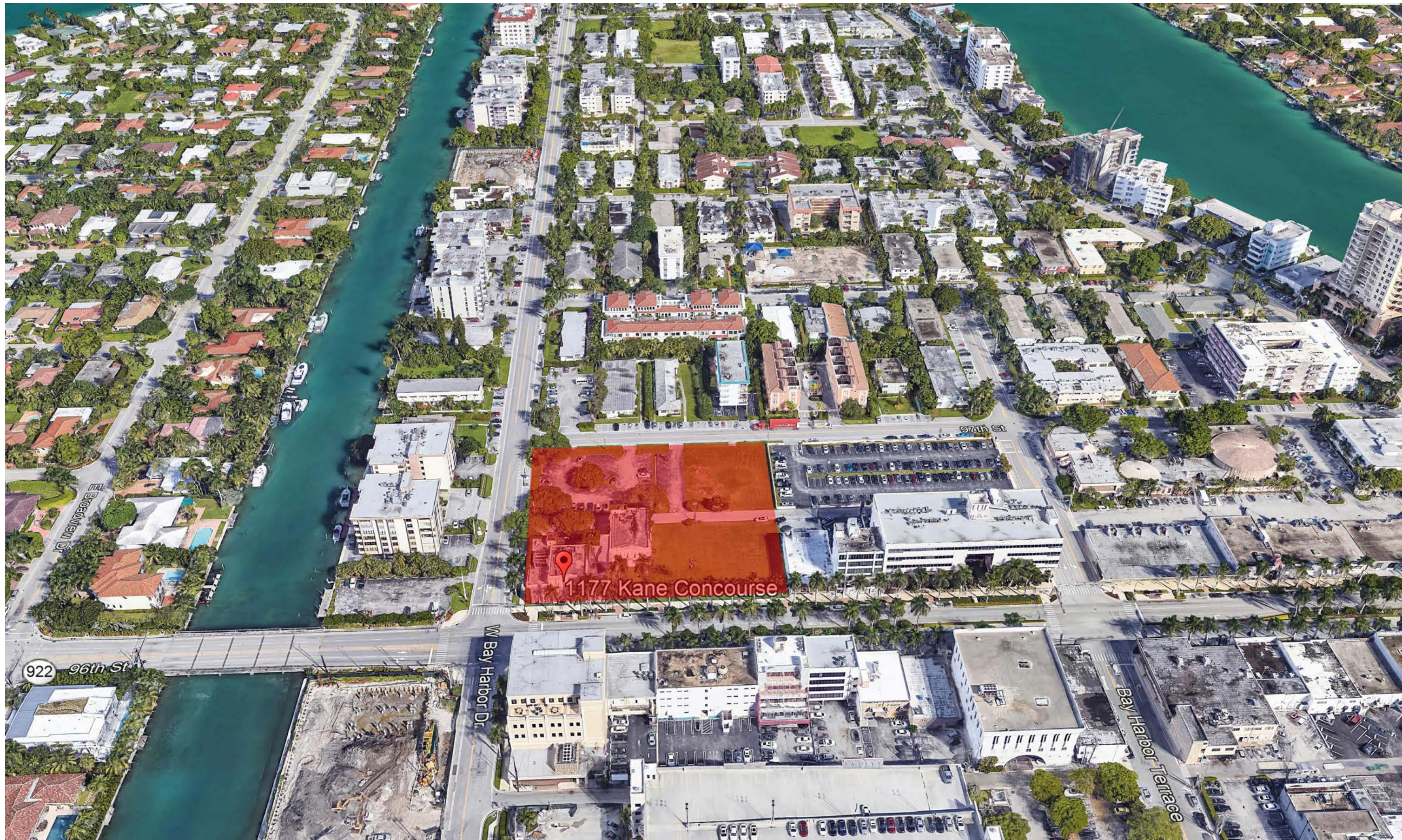
4 | LEVEL R04 - R08
SCALE: 1" = 40'-0"



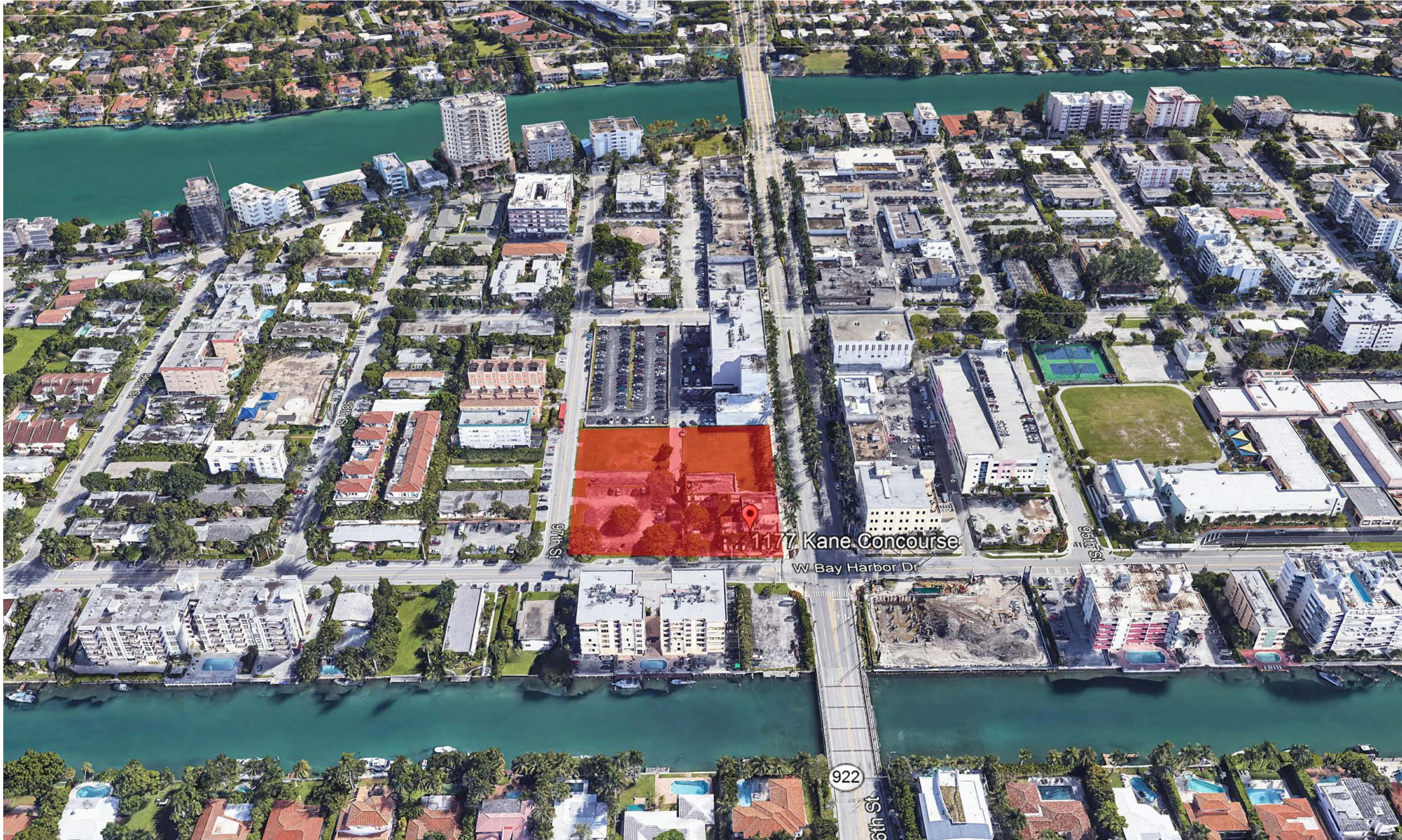
1 | LEVEL R01
SCALE: 1" = 40'-0"



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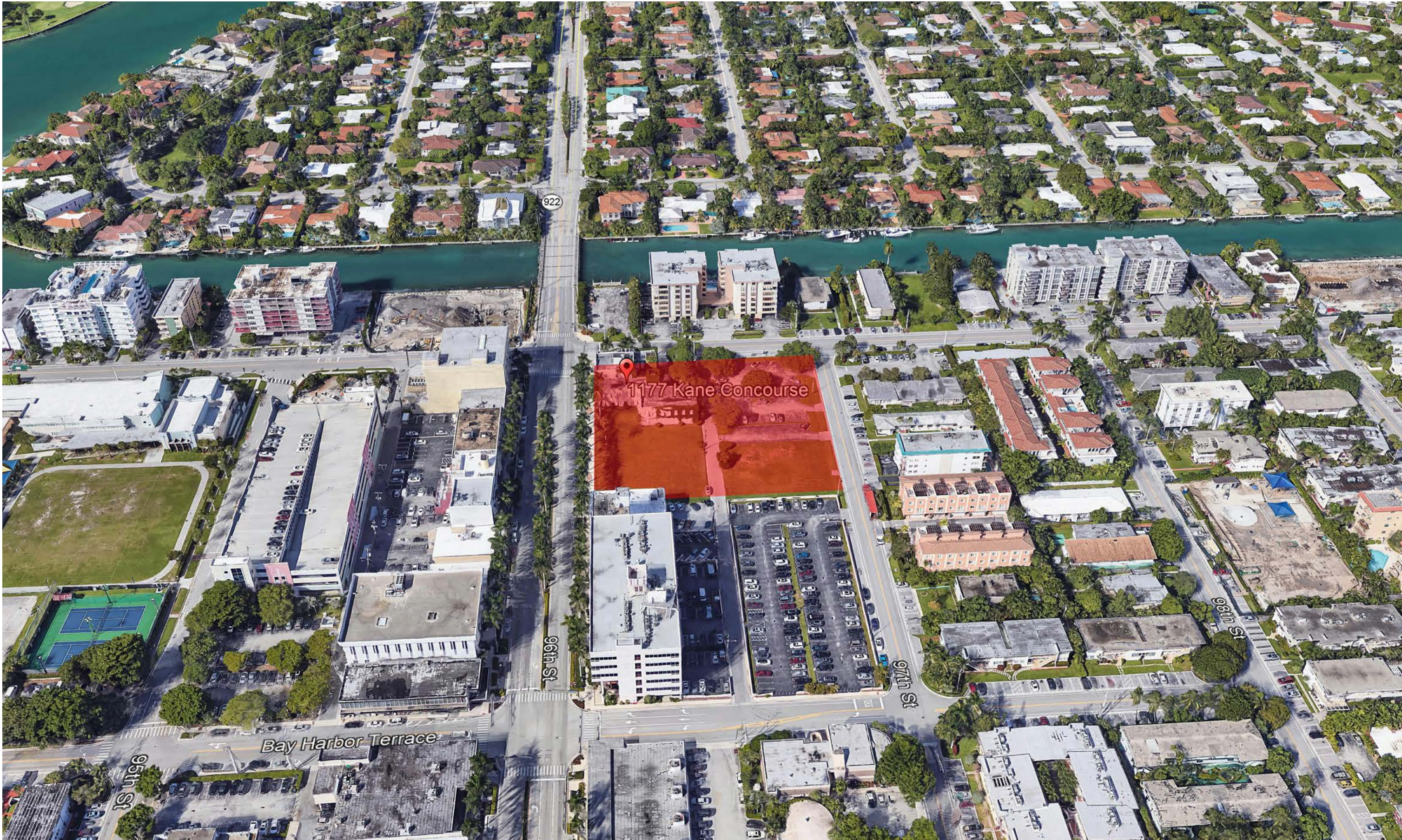
VIEW 01 - LOOKING NORTH



VIEW 02 - LOOKING EAST

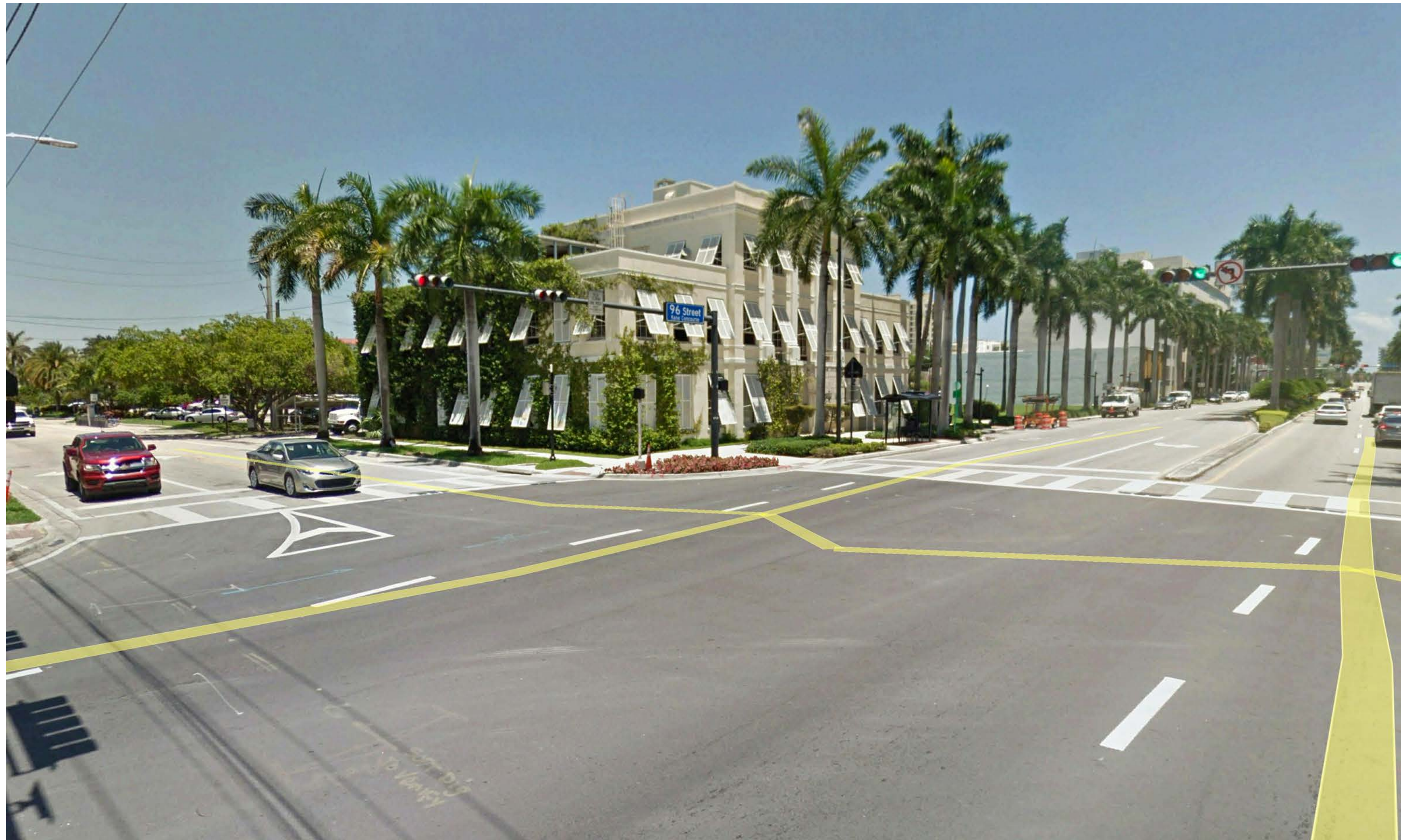


VIEW 03 - LOOKING SOUTH



VIEW 04 - LOOKING WEST

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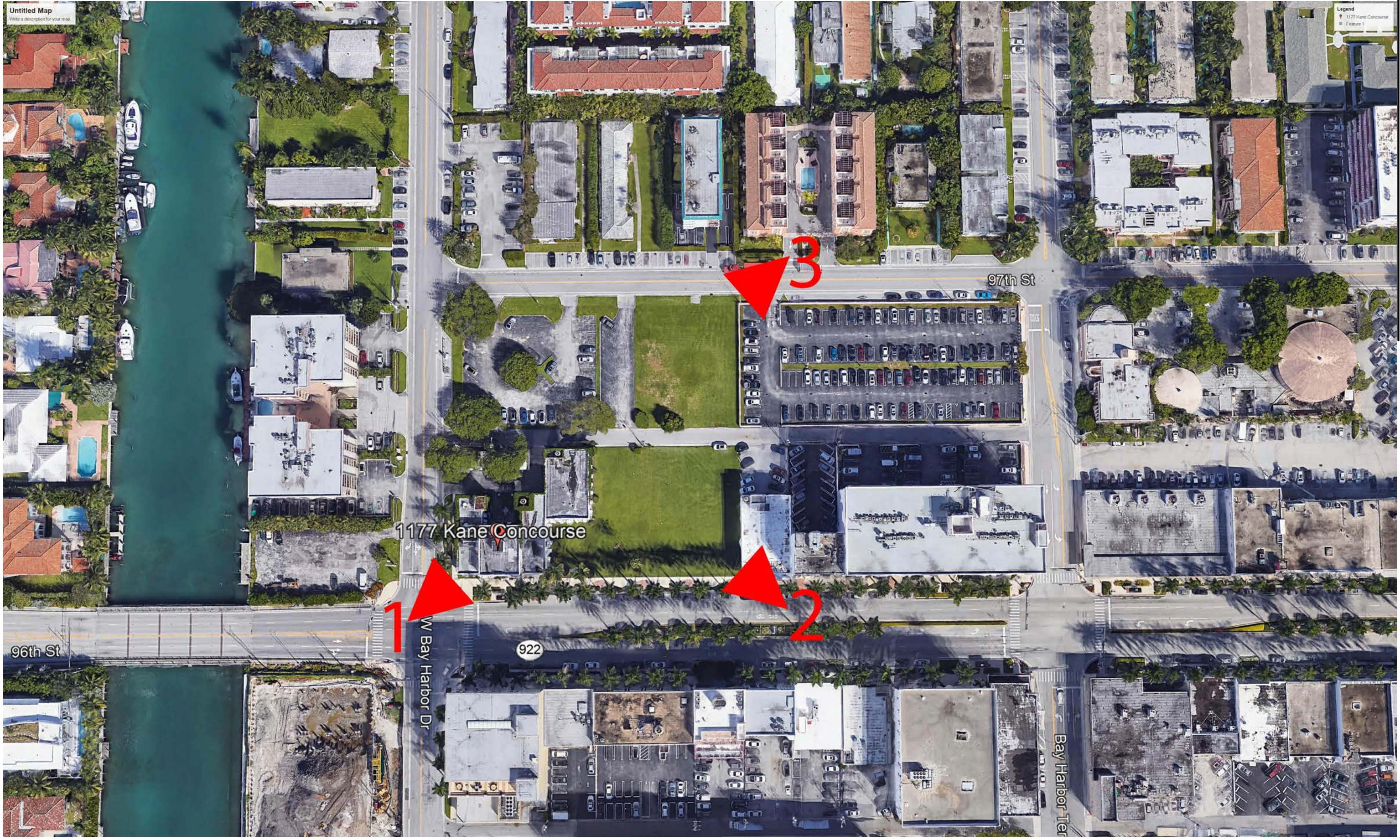
STREET VIEW 01



STREET VIEW 02



STREET VIEW 03



LOCATION KEY MAP

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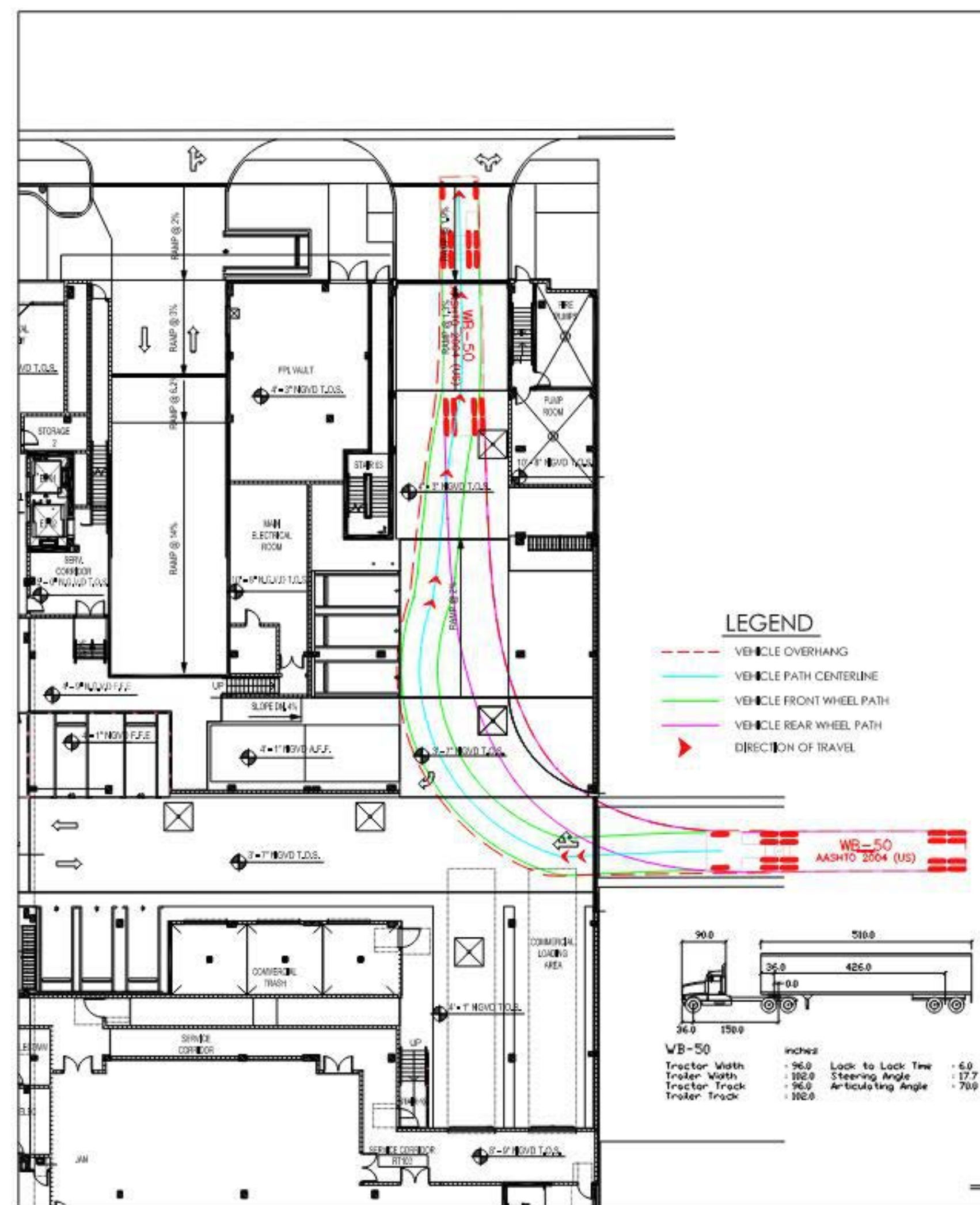
1 Context Site Plan- Roof
SCALE: 1" = 60'-0"

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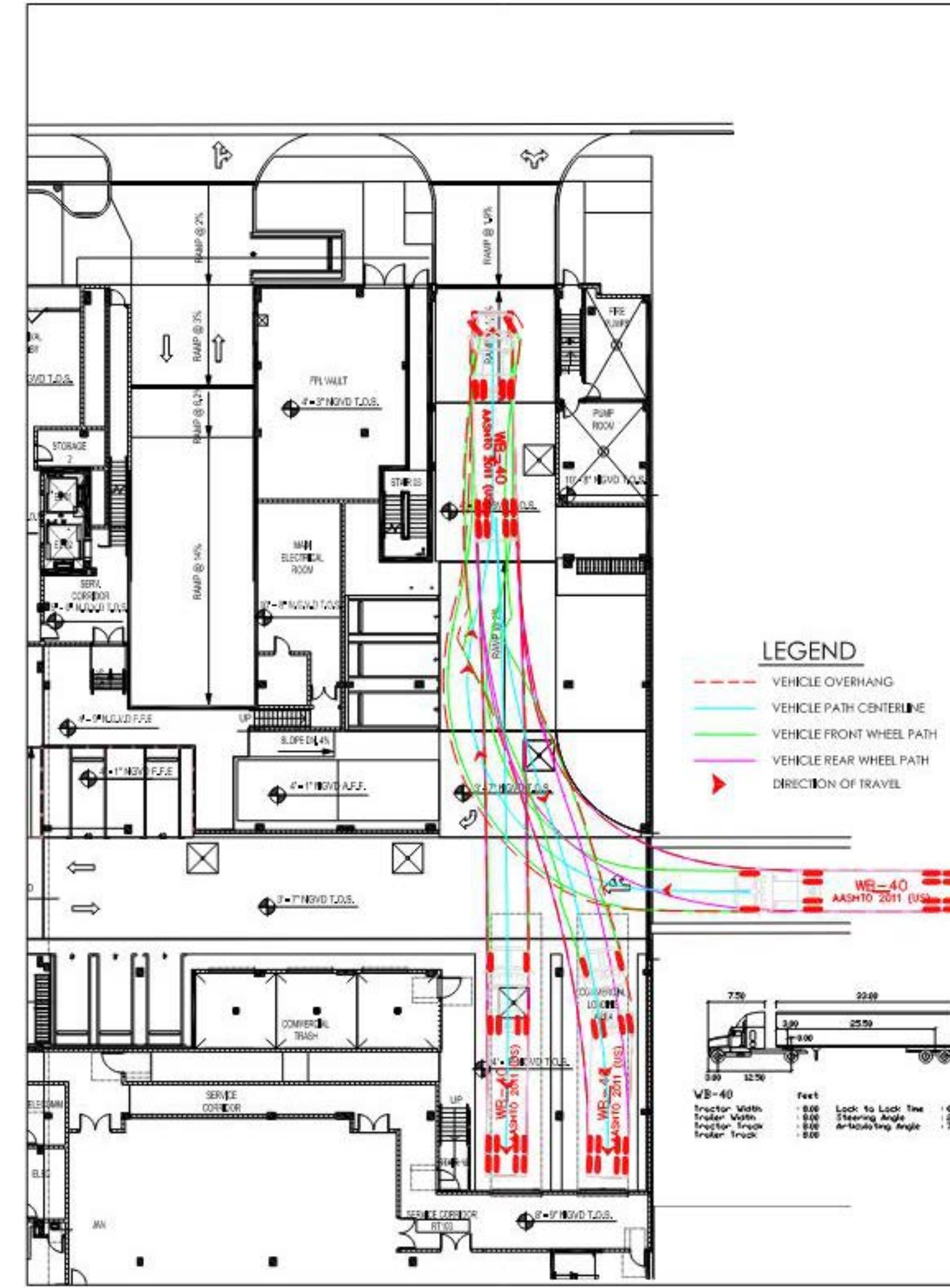
1 Context Site Plan- Ground Floor
SCALE: 1" = 60'-0"

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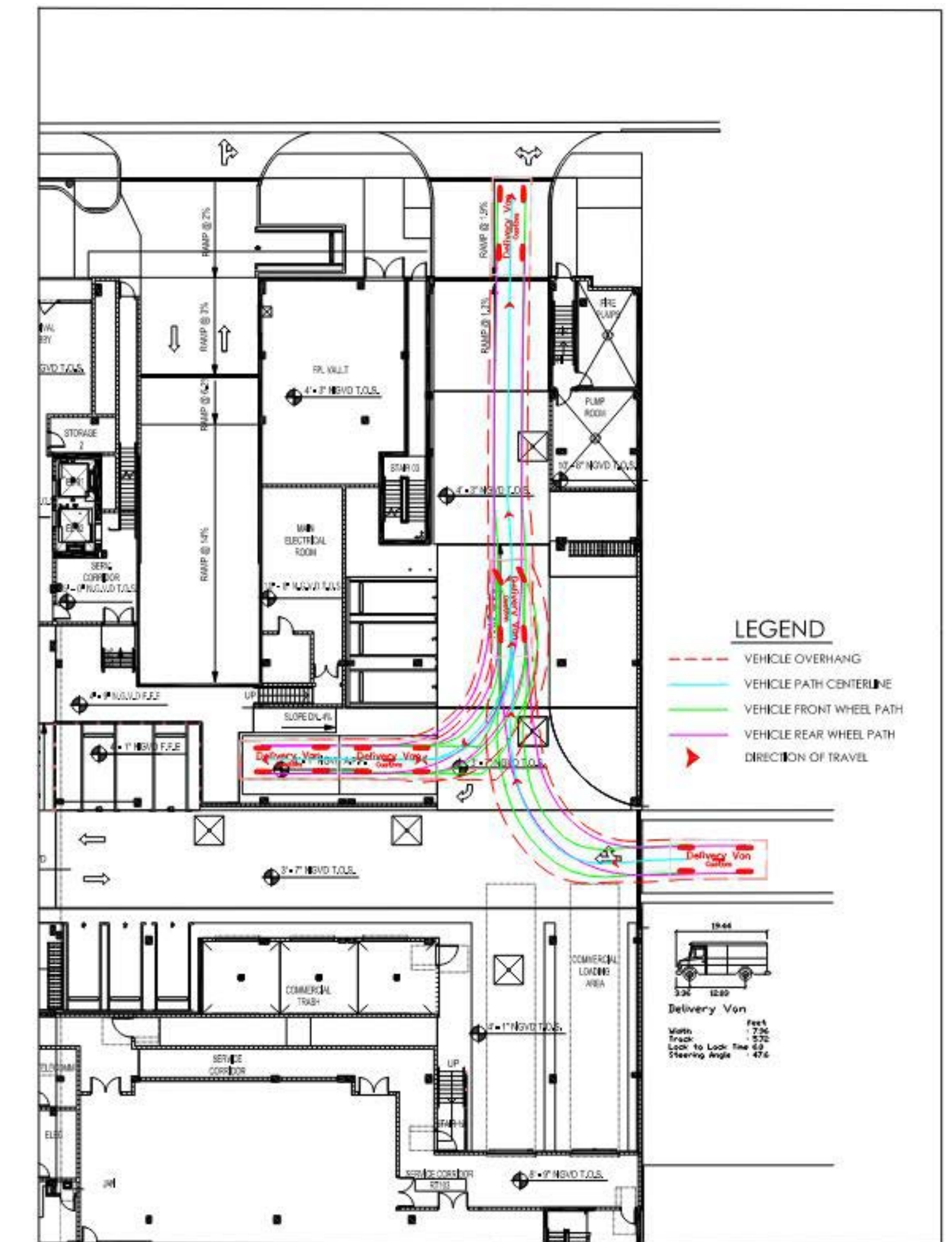
3 | WB-50 MANEUVERABILITY MODEL

SCALE: 1" = 20'-0"



2 | WB-40 MANEUVERABILITY MODEL

SCALE: 1" = 20'-0"



1 | DELIVERY VAN MANEUVERABILITY MODEL

SCALE: 1" = 20'-0"

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1 | LEVEL R03 THRU R08
SCALE: 3/32" = 1'-0"

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FLOOD PROTECTION NOTE
NON-RESIDENTIAL PROGRAM
ON THE GROUND FLOOR
(LEVEL R01) OF THE MULTI-
FAMILY PORTION OF THE
MIXED-USE BUILDING SHALL
BE PROTECTED WITH FLOOD
PROTECTION PANELS AND/OR
STRUCTURE UP TO THE BASE
FLOOD ELEVATION PLUS ONE
FOOT OF FREEBOARD (UP TO
ELEVATION +9.6' NGVD).

SETBACK AREA NOTE
WITHIN 5'-0" SETBACK AREA
ALONG WEST BAY HARBOR
DRIVE AND 97TH STREET, AT
LEAST 75% OF AREA SHALL BE
PROVIDED WITH LANDSCAPE
MATERIALS.

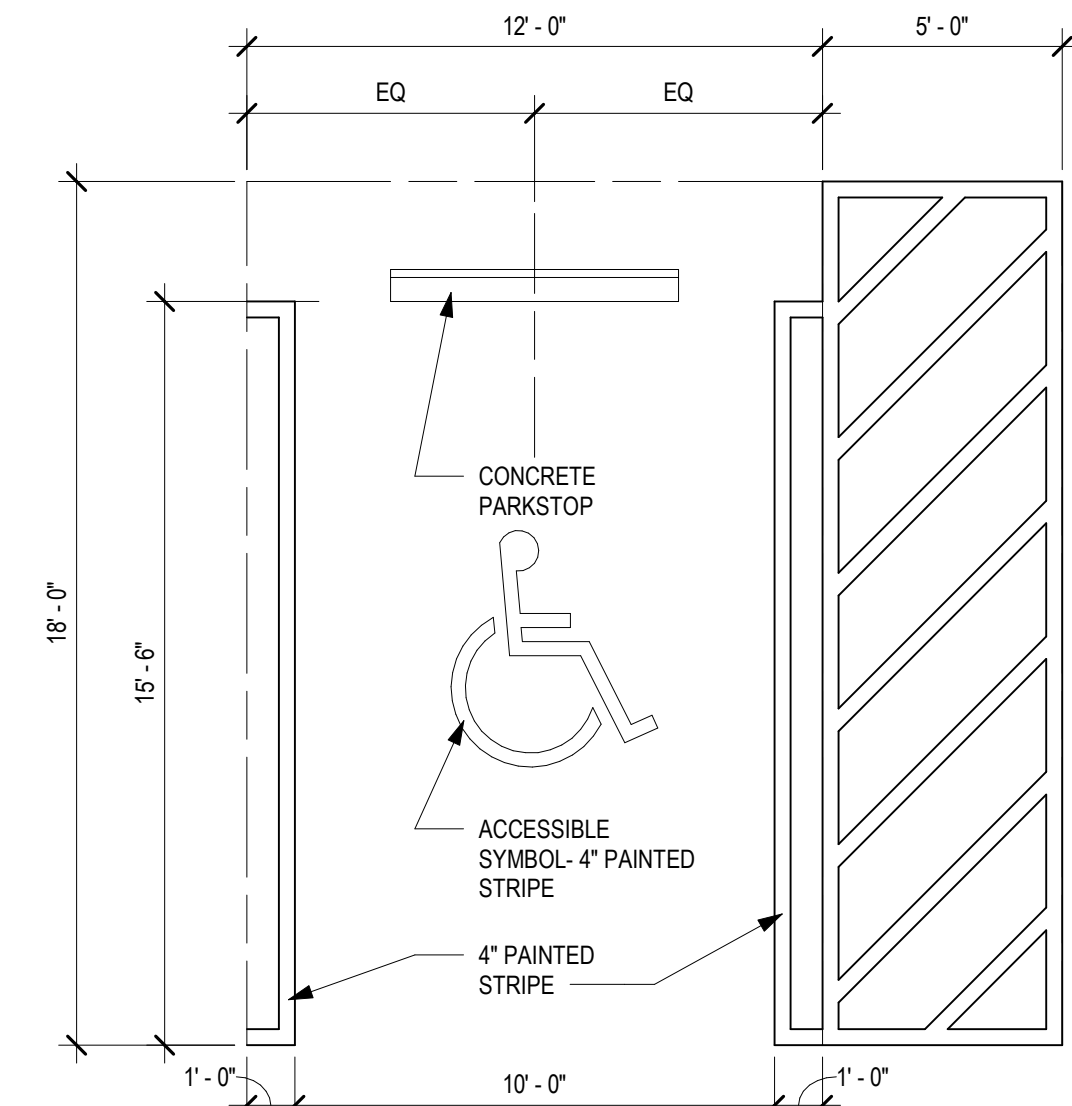
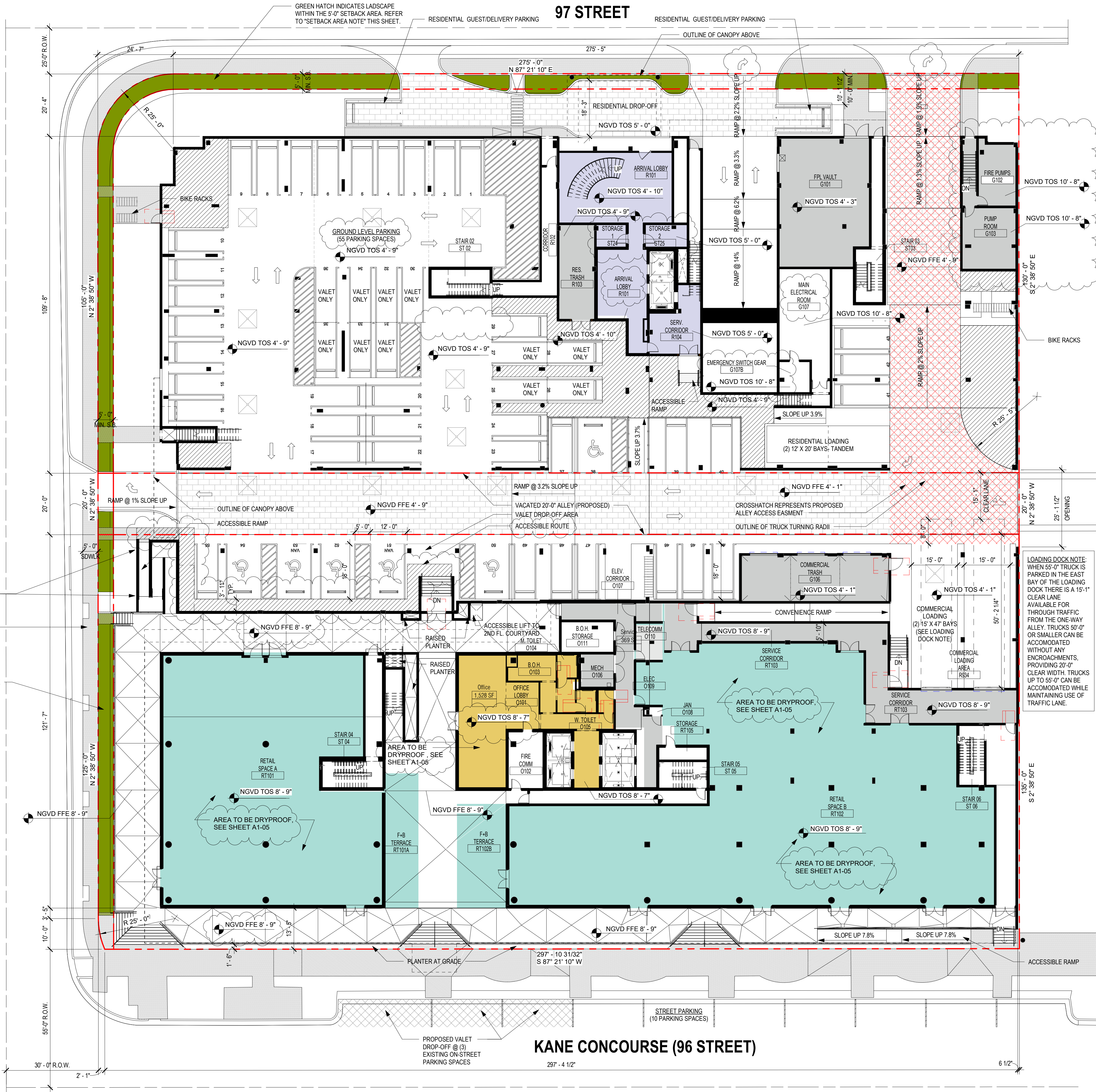
5'-0" SETBACK AREA = 2,844 SF
2,844 SF X 0.75 = 2,133 SF
LANDSCAPE AREA REQUIRED
2,133 SF LANDSCAPE
PROVIDED

WEST BAY HARBOR DRIVE

GAS METERS

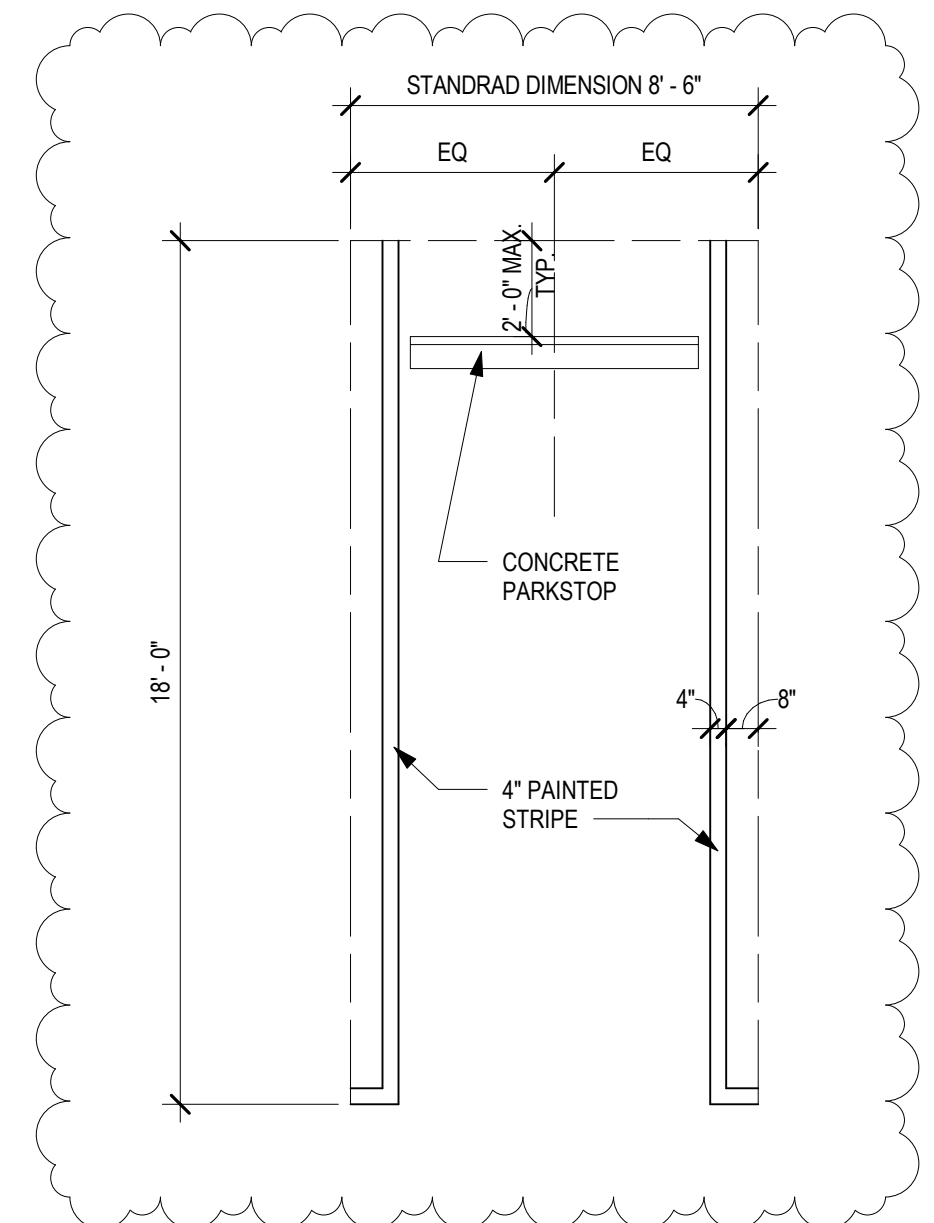
PROPOSED 5'-0"
SIDEWALK- SEE
LANDSCAPING AND CIVIL

PLANTER AT GRADE



2 ACCESSIBLE PARKING STALL- TYP.

SCALE: 1/4" = 1'-0"



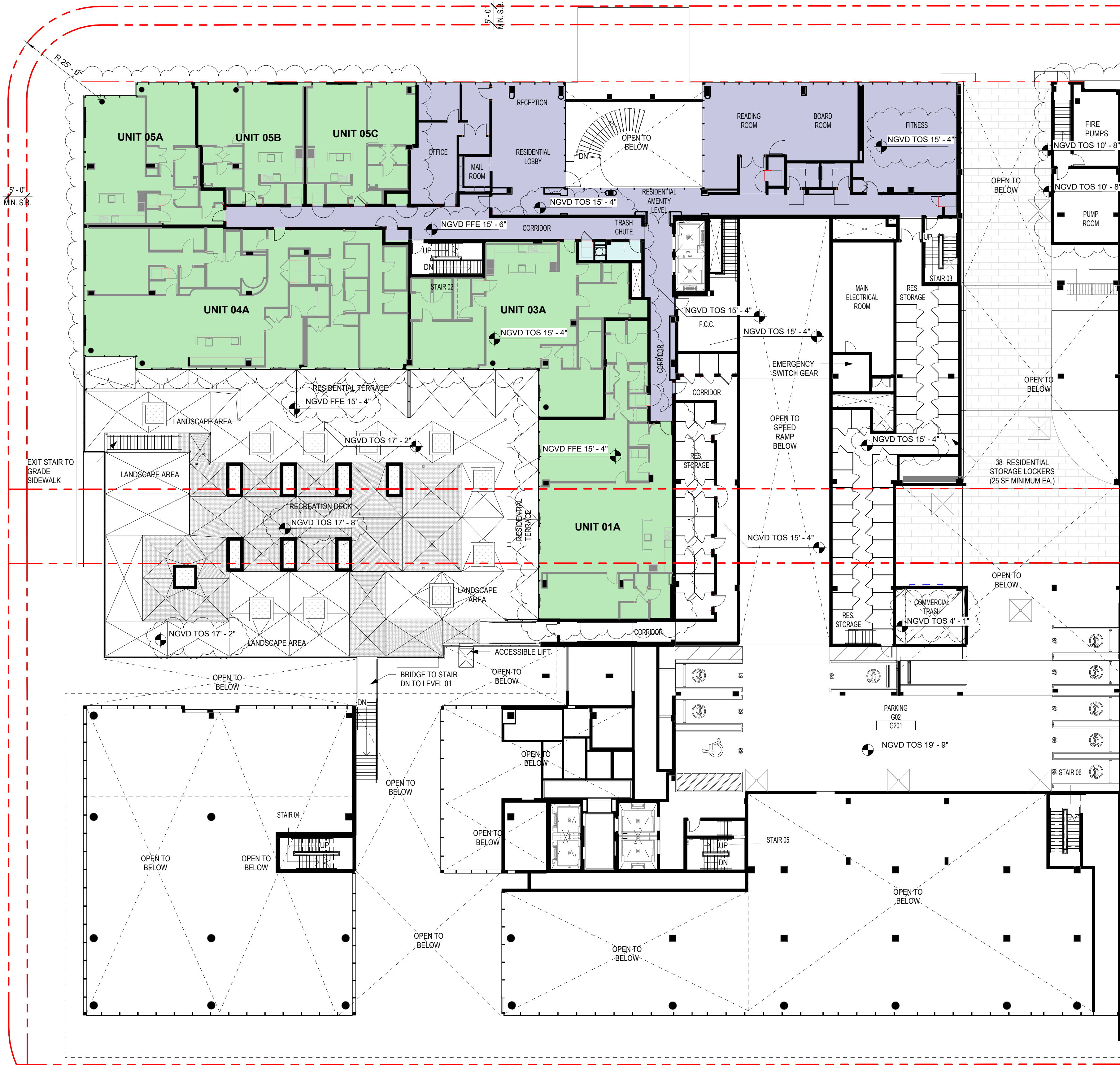
3 STANDARD PARKING STALL- TYP.

SCALE: 1/4" = 1'-0"

1 SITE PLAN- GROUND FLOOR

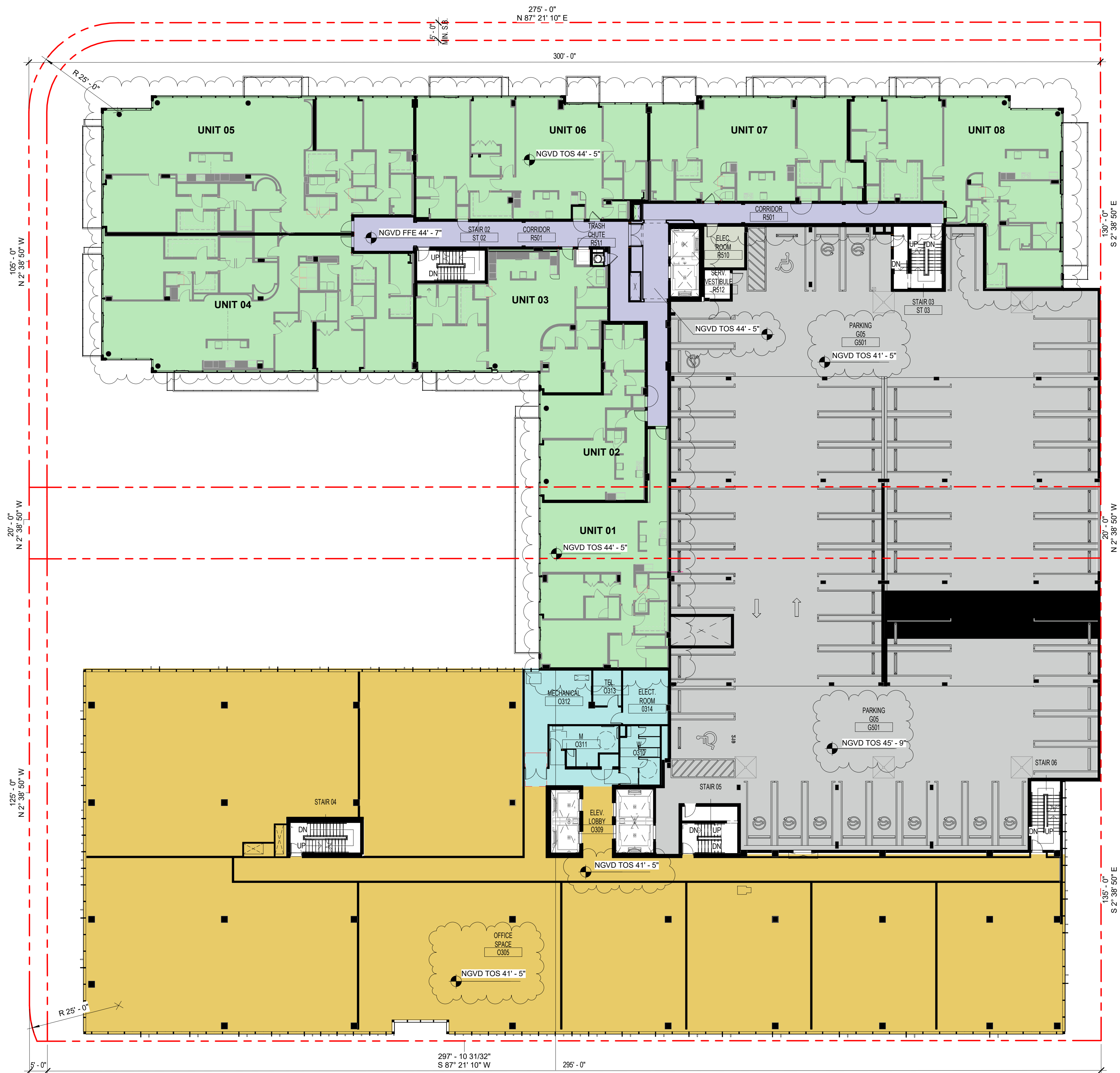
SCALE: 1/16" = 1'-0"

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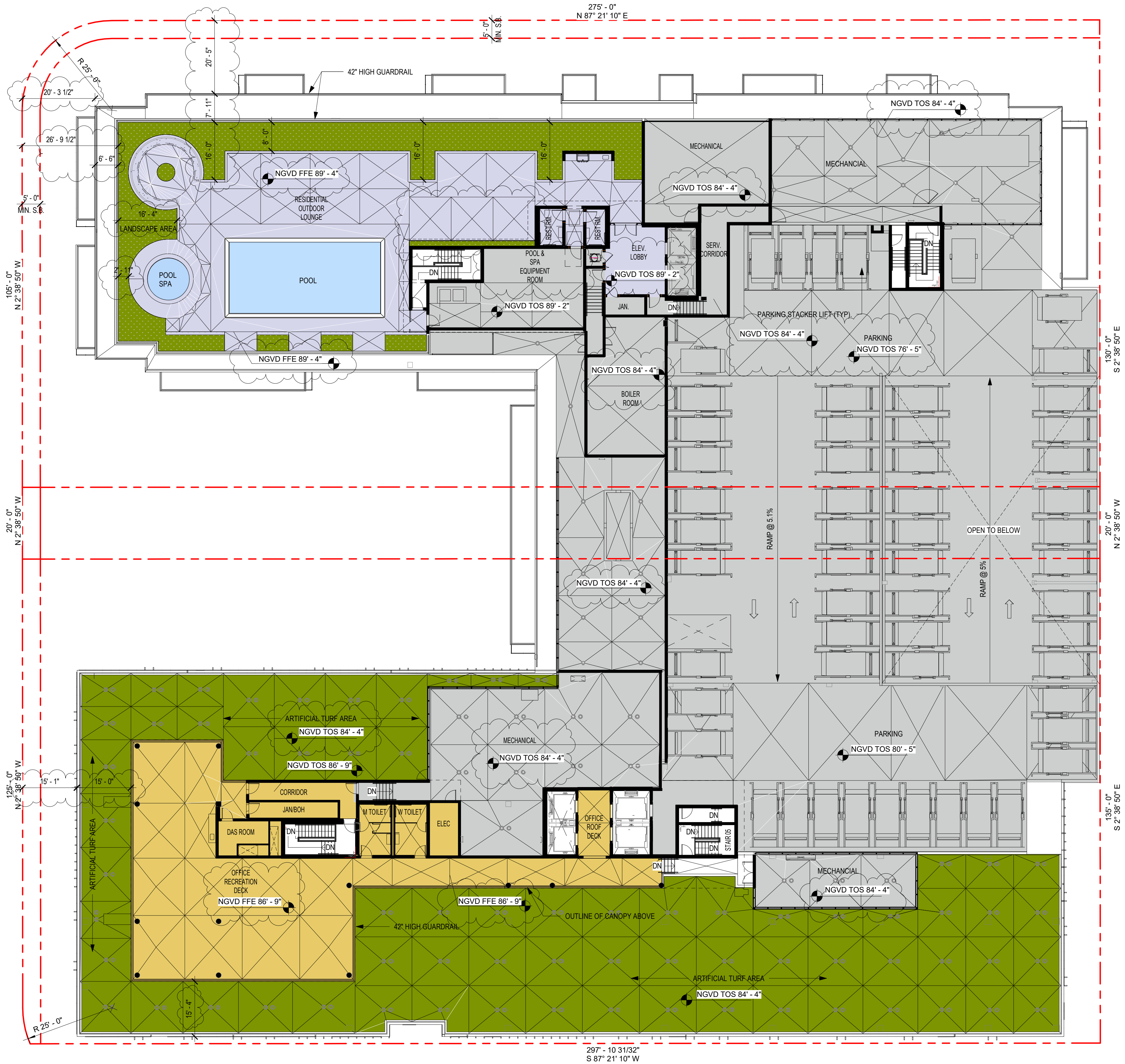
1 | LEVEL R02
SCALE: 1/16" = 1'-0"

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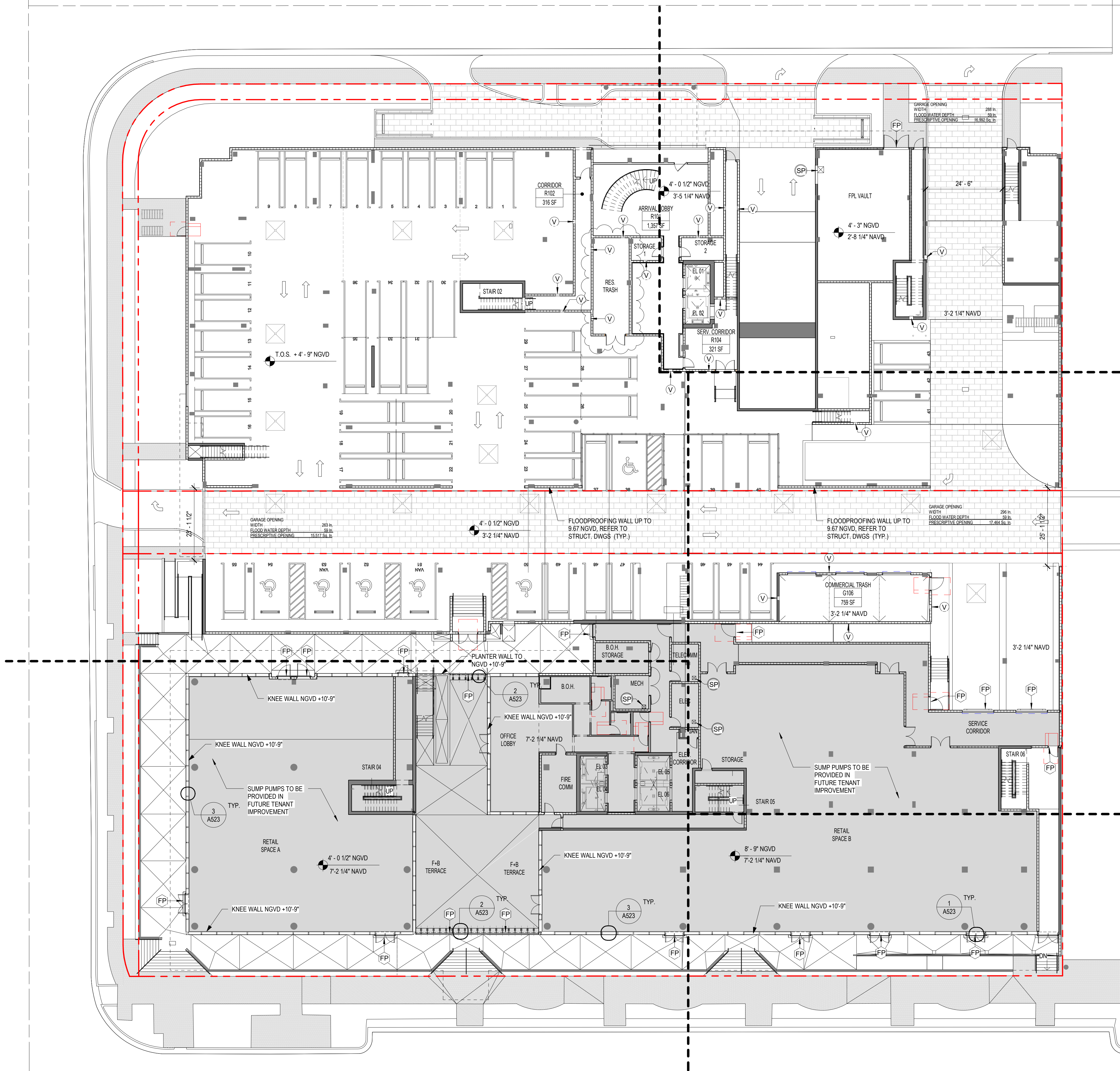
The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

ROOF LANDSCAPE AREA
ROOFTOPS SHALL HAVE NO
LESS THAN 15% OPEN
"GREEN" SPACE FOR THOSE
PORTIONS USED FOR
RECREATION.
ROOFTOPS OVER OFFICE AND
RESIDENTIAL = 41,743 SF
GREEN SPACE = 24,114 SF
GREEN SPACE EXCEEDS 15%
REQUIRED.



1 | OVERALL ROOF PLAN
SCALE: 1/16" = 1'-0"

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1 | LEVEL 01 FLOOD PANELS MAP.
SCALE: 1/16" = 1'-0"

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FLOOD RESISTANT DESIGN CRITERIA

- FLOOD ZONE INFORMATION
COMMUNITY NUMBER : 120637
PANEL NUMBER: 0144L
ZONE: AE
BASE FLOOD ELEVATION: 9.67' NGVD.
- FLOOD DESIGN CLASS OF BUILDING : FLOOD DESIGN CLASS 2.
- FLOOD STRATEGY FOR THE PROPERTY SUBJECT OF THIS PERMIT IS TO WET FLOODPROOF THE PARKING AREA AND FOYER AREA AND PROVIDE DRY FLOODPROOFING ONLY AT FOYER RESTROOMS.

GENERAL NOTES

- AS PER ASCE 24-14 SECT. 6.2.2 WALLS, FLOORS AND FLOOD SHIELDS TO BE DESIGNED AND CONSTRUCTED TO RESIST HYDROSTATIC, HYDRODYNAMIC AND OTHER FLOOD RELATED LOADS, INCLUDING THE EFFECTS OF BUOYANCY RESULTING FROM FLOODING TO THE ELEVATION OF 9.67' NGVD (BFE +1), AS PER TABLE 6-1 FLOOD DESIGN CLASS 2(i).
- WET FLOODPROOFING FOR THE AREAS LOCATED BELOW BFE TO BE ACCOMPLISHED THROUGH THE USE OF FLOOD DAMAGE-RESISTANT MATERIALS AND TECHNIQUES IN ORDER TO MINIMIZE DAMAGE. ALL MATERIALS TO COMPLY WITH ASCE 24-14 CHAPTER 5.
- AS PER ASCE 24-14, 5.2.1 THRU 5.2.6 ALL MATERIALS EXPOSED TO DIRECT CONTACT WITH FLOOD WATERS, PRECIPITATION OR WIND DRIVEN WATER SHALL BE MADE OF CORROSION RESISTANT MATERIAL.
- ALL FLOOD PANELS TO BE DESIGNED TO REACH THE HEIGHT OF 10.67' NGVD (BFE +1). FLOOD BARRIERS SHALL BE DESIGNED BY A SPECIALTY ENGINEER. SUBMITT SHOP DRAWINGS AND CALCULATIONS FOR EOR REVIEW AND APPROVAL BEFORE CONSTRUCTION.
- G.C. TO PROVIDE EVALUATION REPORT OF PROPOSED SYSTEM BY A NATIONALLY RECOGNIZED TESTING LAB. SEE SAMPLE AT DETAIL ON THIS PAGE.
- NO OCCUPANCY IS ALLOWED IN ANY AREA RECEIVING FLOOD PANELS.
- LIMITS ON HUMAN INTERVENTION
DRY FLOODPROOFING MEASURES THAT REQUIRE HUMAN INTERVENTION TO ACTIVATE OR IMPLEMENT PRIOR TO OR DURING A FLOOD SHALL BE PERMITTED ONLY WHEN ALL OF THE FOLLOWING CONDITIONS ARE SATISFIED: 1. THE FLOOD WARNING TIME (ALERTING POTENTIAL FLOOD VICTIMS OF A PENDING FLOOD SITUATION) SHALL BE A MINIMUM OF 12 HOURS UNLESS THE COMMUNITY OPERATES A FLOOD WARNING SYSTEM AND IMPLEMENTS AN EMERGENCY PLAN TO ENSURE SAFE EVACUATION OF FLOOD HAZARD AREAS, IN WHICH CASE HUMAN INTERVENTION IS ALLOWED ONLY IF THE COMMUNITY CAN PROVIDE A MINIMUM FLOOD WARNING TIME EQUAL TO OR LONGER THAN THE CUMULATIVE TIME (A) TO NOTIFY PERSONS RESPONSIBLE FOR INSTALLATION OF FLOODPROOFING MEASURES, (B) FOR RESPONSIBLE PERSONS TO TRAVEL TO STRUCTURES TO BE FLOODPROOFED, (C) TO INSTALL, ACTIVATE, OR IMPLEMENT FLOODPROOFING MEASURES, AND (D) TO EVACUATE ALL OCCUPANTS FROM THE FLOOD HAZARD AREA. 2. ALL REMOVABLE SHIELDS OR COVERS FOR OPENINGS SUCH AS WINDOWS, DOORS, AND OTHER OPENINGS IN WALLS SHALL BE DESIGNED TO RESIST FLOOD LOADS SPECIFIED IN SECTION 1.6.3. WHERE REMOVABLE SHIELDS ARE TO BE USED, A FLOOD EMERGENCY PLAN SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION AND SHALL SPECIFY, AT A MINIMUM, THE FOLLOWING INFORMATION: STORAGE LOCATIONS OF THE SHIELDS, THE METHOD OF INSTALLATION, CONDITIONS ACTIVATING INSTALLATION, MAINTENANCE OF SHIELDS AND ATTACHMENT DEVICES, PERIODIC PRACTICE OF INSTALLING SHIELDS, TESTING SUMP PUMPS AND OTHER DRAINAGE MEASURES, AND INSPECTING NECESSARY MATERIAL AND EQUIPMENT TO ACTIVATE OR IMPLEMENT FLOODPROOFING. THE FLOOD EMERGENCY PLAN SHALL BE POSTED PERMANENTLY IN AT LEAST TWO CONSPICUOUS LOCATIONS WITHIN THE STRUCTURE.

ELECTRICAL SERVICE

- SERVICE CONDUITS & CABLES BELOW 9.67' NGVD (PROJECT DFE) SHALL BE WATERPROOFED OR CONFORM TO NFPA 70/NFPA 2011 FOR WET LOCATIONS. WHEN UNDERGROUND MUST BE BURIED TO A DEPTH SUFFICIENT TO PREVENT MOVEMENT, SEPARATION, LOSS DUE TO EROSION.
- EXPOSED CONDUIT AND CABLES TO BE DESIGNED TO WITHSTAND FLOOD-RELATED LOADS, BUOYANCY, HYDRODYNAMIC FORCES & DEBRIS IMPACT. ELECTRICAL CONDUITS AND CABLES AND PROTECTIVE ENCLOSURES INSTALLED BELOW 9.67' NGVD SHALL BE SEALED TO PREVENT THE ENTRANCE OF FOODWATERS INTO ELECTRICAL CONDUITS AND ELECTRICAL SERVICE COMPONENTS.
- ALL ELECTRICAL ELEMENTS AND LIGHTING ON LEVEL 01 THAT ARE OUTSIDE THE RESTROOMS TO BE PLACED ABOVE B.F.E.
- LIFE SAFETY ELECTRICAL COMPONENTS PLACED BELOW DFE TO BE ENERGIZED FROM A PANEL ABOVE DFE AND SUPPLIED BY BRANCH CIRCUITS ORIGINATING FROM GFI BREAKERS.
- FOR FURTHER DETAILS SEE ASCE 24-14, CH. 7.2.1 THRU 7.2.5

PLUMBING SYSTEMS

- PLUMBING SYSTEMS IN THESE NOTES SHALL INCLUDE SANITARY COLLECTION SYSTEMS, RAIN RUNOFF COLLECTION SYSTEMS, SANITARY FACILITIES AND PLUMBING FIXTURES, WATER SUPPLY SYSTEMS (INCLUDING HOT WATER HEATERS AND WATER CONDITIONING EQUIPMENT), AND SEWAGE DISPOSAL SYSTEMS.
- UNDERGROUND SYSTEMS SHALL BE BURIED TO A DEPTH SUFFICIENT TO PREVENT MOVEMENT, SEPARATION, OR LOSS DUE TO FLOODING AND EROSION UNDER DESIGN FLOOD CONDITIONS.
- PLUMBING SYSTEMS AND COMPONENTS EMERGING FROM UNDERGROUND SHALL BE DESIGNED, CONSTRUCTED, ANCHORED, AND PROTECTED TO WITHSTAND FLOOD-RELATED LOADS, INCLUDING THE EFFECTS OF BUOYANCY, HYDRODYNAMIC FORCES, AND DEBRIS IMPACTS.
- WHERE PLUMBING SYSTEMS AND COMPONENTS HAVE OPENINGS BELOW 5.00' NGVD, THE OPENINGS SHALL BE PROTECTED WITH AUTOMATIC BACKWATER VALVES OR OTHER AUTOMATIC BACKFLOW DEVICES. DEVICES SHALL BE INSTALLED IN EACH LINE THAT EXTENDS BELOW THE DFE TO PREVENT RELEASE OF SEWAGE INTO FLOOD WATERS AND TO PREVENT INFILTRATION BY FLOOD WATERS INTO THE PLUMBING. REDUNDANT DEVICES REQUIRING HUMAN INTERVENTION SHALL BE PERMITTED.
- SANITARY SYSTEMS SHALL BE DESIGNED TO MINIMIZE INFILTRATION OF FLOOD WATERS INTO THE SYSTEMS AND DISCHARGES FROM THE SYSTEMS INTO FLOOD WATERS. VENTS AND OPENINGS SHALL BE ABOVE 5.00' NGVD. SANITARY SYSTEM STORAGE TANKS SHALL BE DESIGNED, CONSTRUCTED, INSTALLED, AND ANCHORED TO RESIST AT LEAST 1.5 TIMES THE POTENTIAL BUOYANT AND OTHER FOOD FORCES ACTING ON AN EMPTY TANK DURING DESIGN FLOOD CONDITIONS. TANKS AND PIPING SHALL BE INSTALLED TO RESIST LOCAL SCOUR AND EROSION.
- SANITARY SYSTEMS THAT MUST REMAIN OPERATIONAL DURING OR IMMEDIATELY AFTER THE DESIGN FLOOD OR LESSER FLOODS SHALL BE EQUIPPED WITH A SEALED STORAGE TANK THAT IS LEAK-PROOF AND AT LEAST 50% OF THE ANTICIPATED SEWAGE FLOW ASSOCIATED WITH OCCUPANCY DURING FLOOD CONDITIONS AND DURING SUBSEQUENT PERIODS OF SATURATED SOIL WHEN SEWAGE WILL NOT PERCOLATE.
- FOR FURTHER DETAILS SEE ASCE 24-14, CH. 7.3.1 THRU 7.3.4

MEP SYSTEMS

- FUEL SUPPLY LINES EXTENDING BELOW 9.67' NGVD SHALL BE EQUIPPED WITH A FLOAT OPERATED AUTOMATIC CONTROL VALVE TO SHUT OFF FUEL SUPPLY WHEN FLOOD WATERS RISE ABOVE 9.67' NGVD.
- FOR FURTHER DETAILS SEE ASCE 24-14, CH. 7.4

ELEVATORS NOTES

- ELEVATOR SHAFT ENCLOSURES TO BE REINFORCED CMU OR CONCRETE TO RESIST HYDROSTATIC, HYDRODYNAMICS AND DEBRIS IMPACT FORCES IN ACCORDANCE WITH ASCE 7 (ASCE/SEI 2010)
- ALL ELEVATORS TO BE EQUIPPED WITH FLOAT SWITCHES, PER ASME A17.1
- ELEVATOR EQUIPMENT: USE FLOOD DAMAGE-RESISTANT ELECTRICAL COMPONENTS OR PLACE GEAR IN WATER RESISTANT ENCLOSURE FOR ALL ITEMS LOCATED BELOW BFE +1
- ELEVATOR EQUIPMENT: ALL EQUIPMENT LOCATED BELOW BFE TO BE INSIDE A NEMA 4-RATED ENCLOSURE FOR WATER RESISTANCE
- FOR FURTHER DETAILS SEE NRP TECHNICAL BULLETIN 4 / JUNE 2019 AND ASCE 24-14, CH. 7.5

STAIRS

- STAIRWAYS AND RAMPS THAT ARE LOCATED BELOW BFE SHALL BE DESIGNED AND CONSTRUCTED TO RESIT FLOOD RELATED LOADS AS SPECIFIED IN SECTION 1.6
- ASCE 24-14 AND MINIMIZE TRANSFER OF FLOOD RELATED LOADS TO THE STRUCTURE FOUNDATION, OR
- BREAKAWAY DURING DESIGN FLOOD WITHOUT CAUSING DAMAGE TO THE STRUCTURE, INCLUDING THE FOUNDATION.
- USE MATERIALS TO CONFORM TO CHAPTER 5 ASCE 24-14. FOR THOSE PORTIONS OF THE STAIR AND RAMPS THAT ARE LOCATED BELOW THE ELEVATIONS SPECIFIED IN TABLE 2.1 AND 4.1 INCLUDING ITEMS SUCH AS GATES AND DOORS.

GENERATOR

THE GENERATOR IS LOCATED AT THE ROOF. REFER TO SHEET E210B AND SHEET A110B.

NON-ENGINEERED OPENING CALCULATION TABLE					
ROOM NAME	ROOM AREA Sq.ft	NUMBER OF FLOOD VENTS PROVIDED	AREA COVERED PER VENT in Sq.ft.(220 p/vent)	REQUIRED PRESCRIPTIVE OPENING (Sq.In.)	PROVIDED OPENING (Sq In)
G 1003 RESI STORAGE	411	2	440		
G 106 COMMERCIAL TRASH	759	4	880		
R 101 RESIDENTIAL LOBBY	1321	6	1320		
RESI TRASH	353	2	440		
R 1002 CORRIDOR	292	3	660		
R 1004 SERVICE CORRIDOR	320	2	440		
R 1005 RESI STORAGE	95	2	440		
R 1007 STORAGE	341	2	440		
PARKING	32,824			32824	49,973

LEGEND	
	16" x 8" x 8" DEEP FLOOD FLAP AUTOMATOIC FLOOD VENT MODEL No. FFWF12 OR SIMILAR WITH 2 HR. FIRE DAMPER KIT. INSTALLED AT 12" A.F.F.
	FLOOD BARRIER INC. FLOOD PANEL OR SIMILAR.GC TO PROVIDE SIGN AND SEAL CALCULATIONS BY FLORIDA REGISTERED ENGINEER.
	SUMP PUMP. REFER TO PLUMBING DRAWINGS.
	WET FLOODPROOFING
	DRY FLOODPROOFING

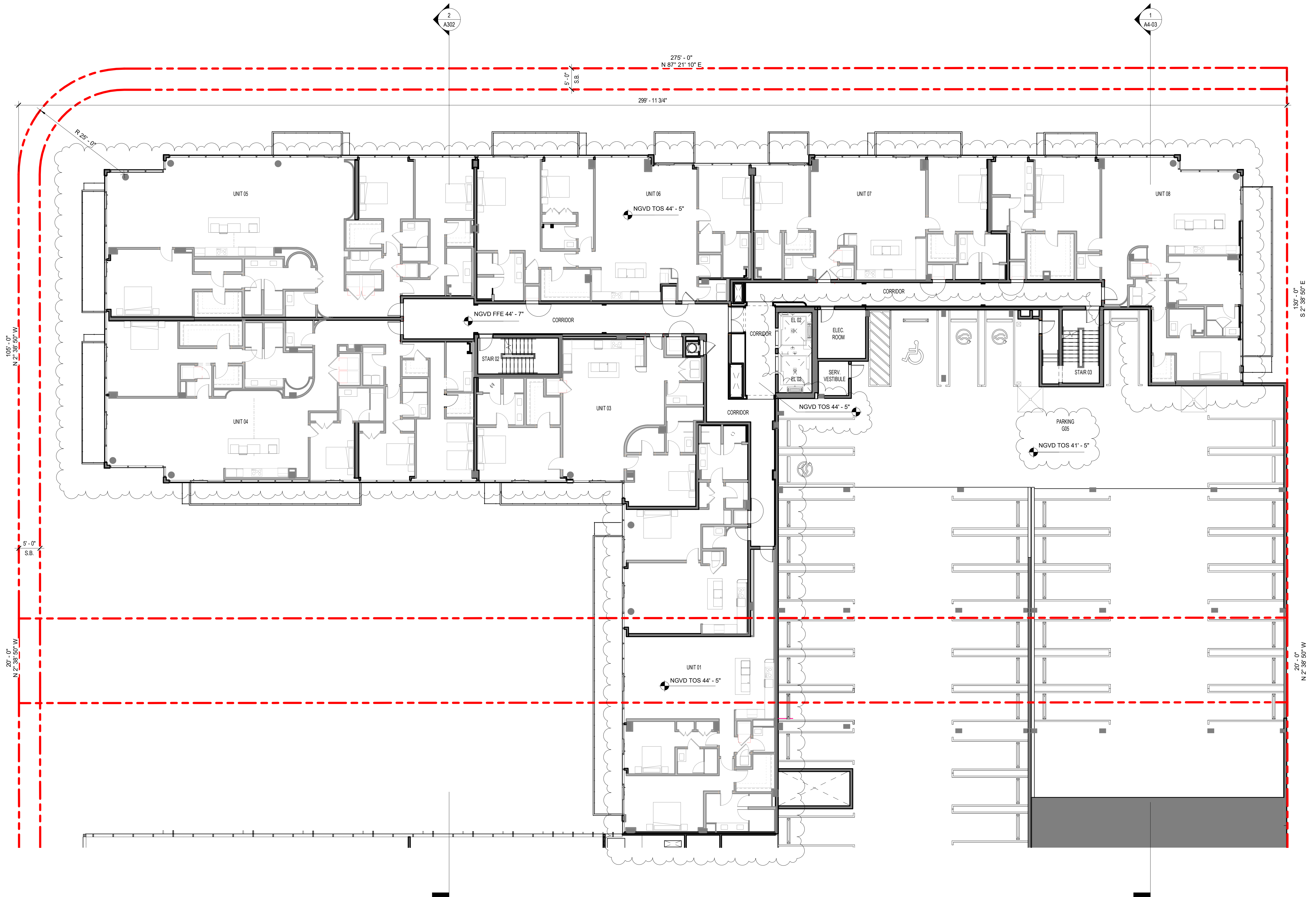
NGVD = NGVD29

NAVD = NAVD99

ALL FLOOD PANELS TO +9'10" NGVD

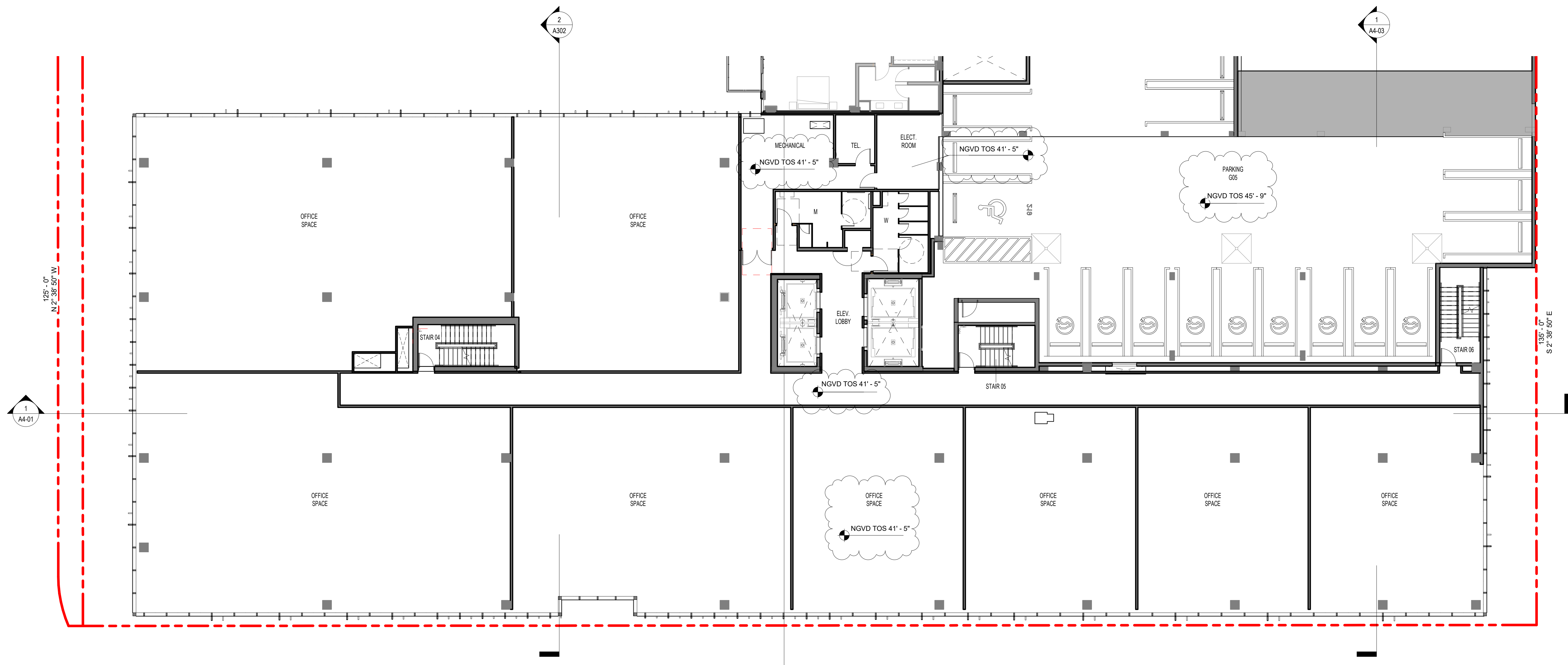
1/16" = 1'-0"





1 RESIDENTIAL FLOOR PLAN - LEVELS R3 TO R8.
SCALE: 3/32" = 1'-0"

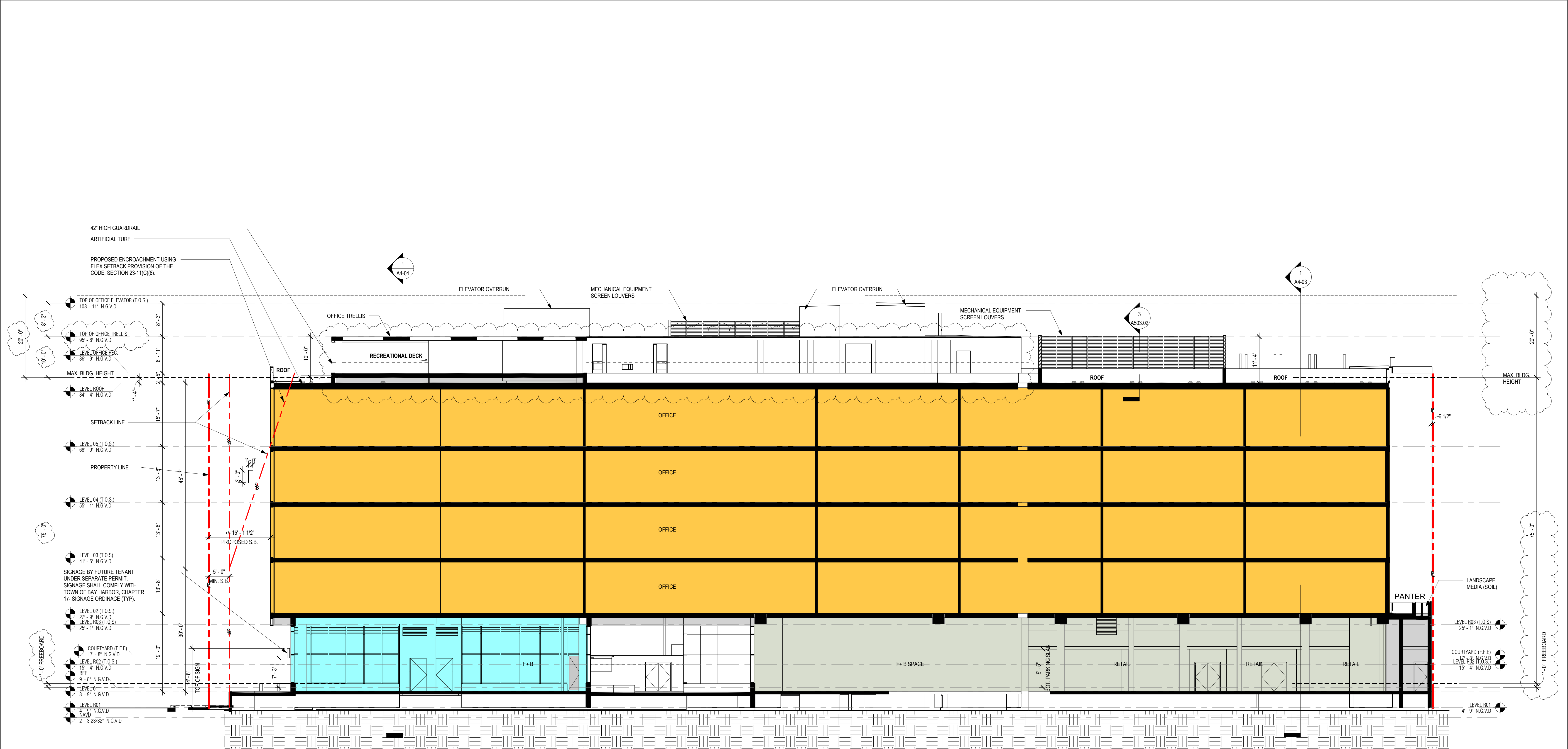
The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



2 | OFFICE FLOOR PLAN- LEVELS 02 TO 05.
SCALE: 3/32" = 1'-0"

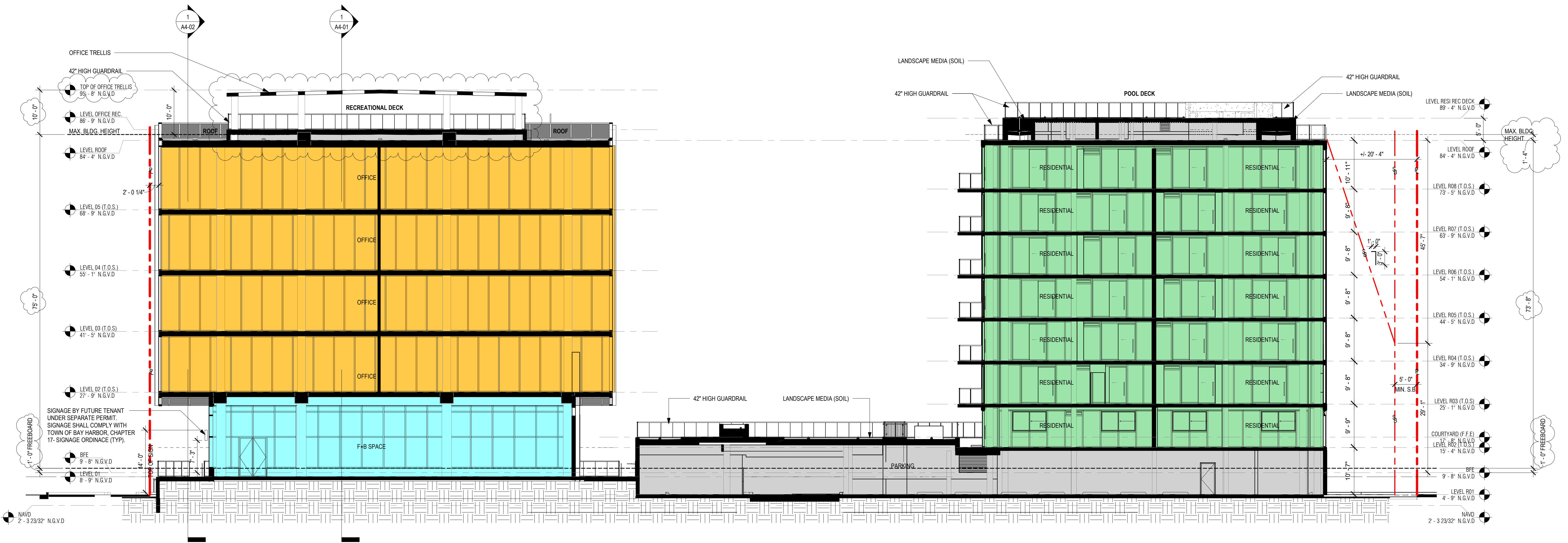
The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.





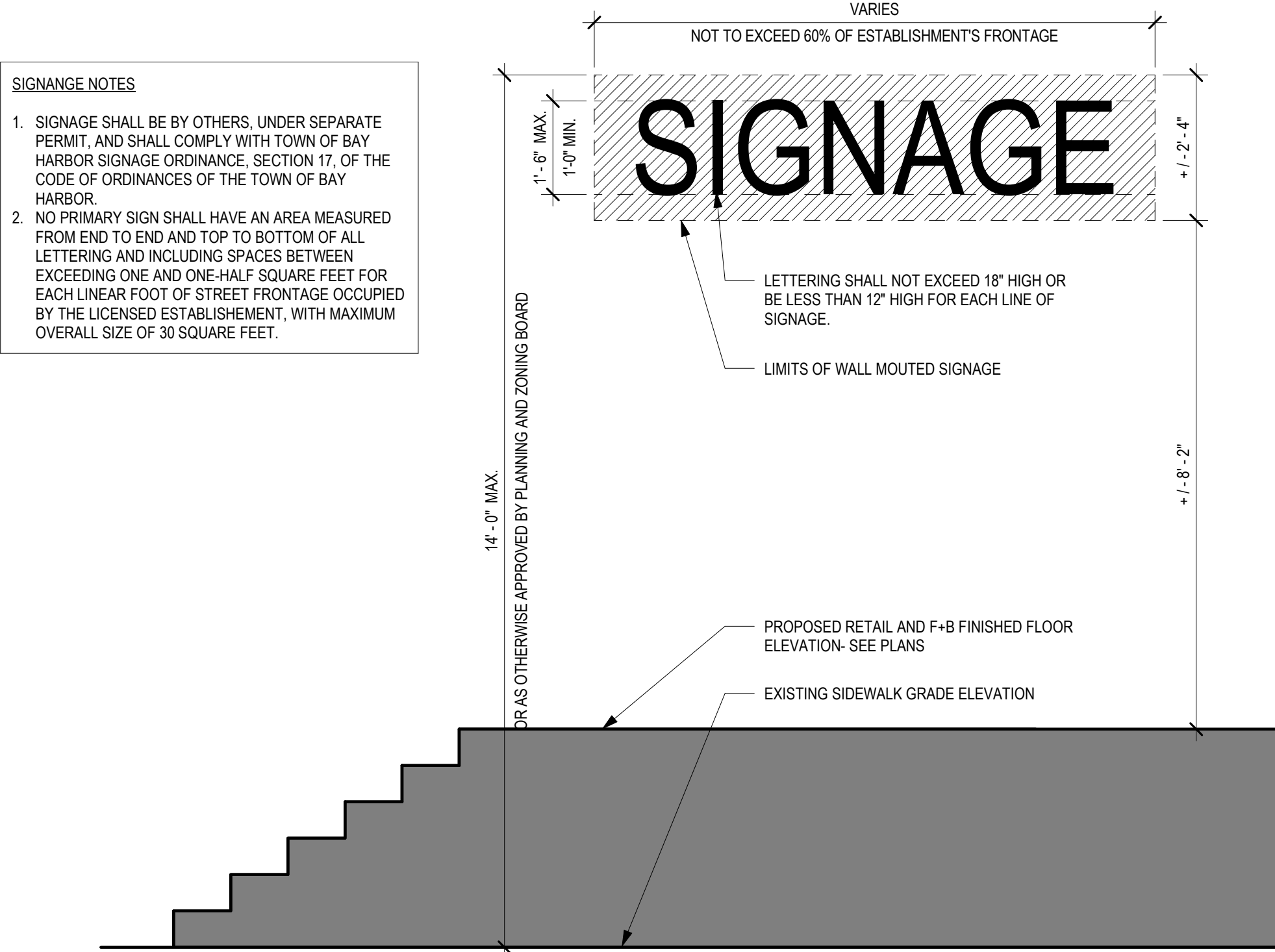
1 OFFICE- LONGITUDINAL BUILDING SECTION
SCALE: 3/32" = 1'-0"

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



1 BUILDING SECTION @ COURTYARD
SCALE: 3/32" = 1'-0"

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



- SIGNAGE NOTES**
1. SIGNAGE SHALL BE BY OTHERS, UNDER SEPARATE PERMIT, AND SHALL COMPLY WITH TOWN OF BAY HARBOR SIGNAGE ORDINANCE, SECTION 17, OF THE CODE OF ORDINANCES OF THE TOWN OF BAY HARBOR.
 2. NO PRIMARY SIGN SHALL HAVE AN AREA MEASURED FROM END TO END AND TOP TO BOTTOM OF ALL LETTERING AND INCLUDING SPACES BETWEEN EXCEEDING ONE AND ONE-HALF SQUARE FEET FOR EACH LINEAR FOOT OF STREET FRONTAGE OCCUPIED BY THE LICENSED ESTABLISHMENT, WITH MAXIMUM OVERALL SIZE OF 30 SQUARE FEET.

1 | SIGNAGE DETAIL
SCALE: 1/2" = 1'-0"



1 SOUTH ELEVATION A - COLORED

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

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1 NORTH ELEVATION- COLORED
SCALE: 3/32" = 1'-0"

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1 WEST ELEVATION- COLORED

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

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A7-04



SOUTH PERSPECTIVE

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



NORTH PERSPECTIVE

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



SOUTHWEST PERSPECTIVE

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ENLARGED PERSPECTIVE FROM KANE CONCOURSE

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



CONTEXT PERSPECTIVE BIRDS-EYE VIEW

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



ENLARGED PERSPECTIVE ALONG WEST BAY HARBOR DRIVE

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CONTEXT PERSPECTIVE BIRDS-EYE VIEW

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



CONTEXT PERSPECTIVE BIRDS-EYE VIEW

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



APPROACH - GROUND FLOOR PARKING

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



ARRIVAL TO GROUND PARKING - ENTRANCE

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



ARRIVAL TO GROUND PARKING

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



PASEO VIEW

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



RESIDENTIAL DROP-OFF

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



VIEW THROUGH OLD ALLEY

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



EAST FACADE FROM 97TH STREET

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



EAST FACADE FROM KANE CONCOURSE

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

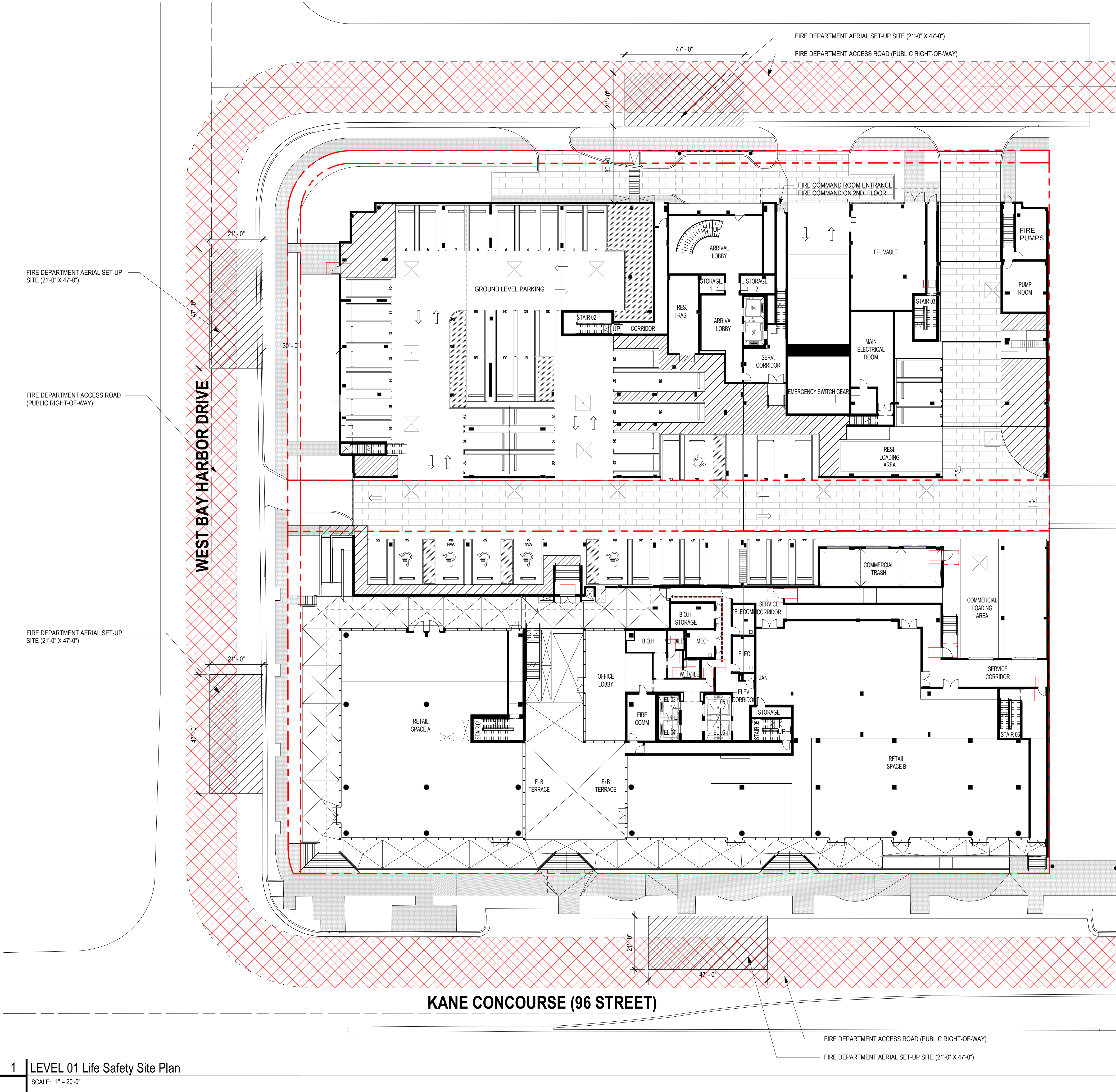


The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



EAST FACADE FROM PARKING LOT

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



1 LEVEL 01 Life Safety Site Plan
SCALE: 1" = 20'-0"

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 7.

ITEM: Consideration and Approval of an ordinance on First Reading regarding Town Elections, amending Section 6-4 of the Town Code to provide for one day of early voting. Sponsored by Council Member Isaac Salver. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

At the April 10, 2023 Town Council Meeting, Council Member Salver requested a future agenda item to provide Early Voting during the Town Elections to make it convenient for more people to vote. At the May 10th meeting, it was the consensus of the Town Council to submit an ordinance for First Reading to amend the following code section.

Sec. 6-4. No early voting.

Pursuant to F.S. § 100.3605(1), it is hereby provided that commencing with the April 2005 municipal election for the town council, all council elections are hereby fully exempted from the provisions of F.S. § 101.657 concerning early voting. Early voting shall not be provided for municipal elections, special elections or town charter amendment elections.

(Ord. No. 884, § 2, 8-10-09)

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Isaac Salver, Council Member

ATTACHMENTS

1.	Ordinance - BHI Early voting
2.	Estimate - Bay Harbor - Election with Early Voting 1 day at 1 site
3.	Sec. 6 4. No early voting

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 6-4 OF THE TOWN CODE PROVIDING EARLY VOTING FOR MUNICIPAL ELECTIONS, PURSUANT TO SECTION 100.3605, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND AN EFFECTIVE DATE.

WHEREAS, Section 101.657, Florida Statutes, provides for early voting in various locations throughout the State of Florida; and

WHEREAS, no county, state, or federal elections other than the general and special municipal elections are scheduled April 4, 2024; and

WHEREAS, Section 100.3605, Florida Statutes, allows for a municipality to conduct early voting at times determined by the municipality so long as the early voting activities do not conflict with the Florida Election Code; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town and its residents to conduct early voting on the date set forth herein.

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

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Village Code of Ordinances amended. Sections 6-4 of the Town Code entitled “No Early Voting” is hereby amended as indicated by ~~deletion~~ and addition as underlining:

Sec. 6-4. ~~No~~ Early voting.

Pursuant to F.S. § 100.3605(1), it is hereby provided that commencing with the April 2005, 2024, municipal election for the Town Council, ~~all council elections are hereby fully exempted from the provisions of F.S. § 101.657 concerning early voting.~~ early voting shall ~~not~~ be provided for municipal elections, special elections, or town charter amendment elections as follows:

- A. Either Tuesday, Wednesday, or Thursday of the week prior to the election from 9:00 a.m. to 6:00 p.m.; the day to be selected by the Town Council by resolution, no later than 60 days prior to the date of the election.

- B. The Saturday prior to the date of the election from 9:00 a.m. to 6:00 p.m.
- C. Early voting shall be held in the same location as regular voting.

Section 3. Severability. The provisions of this Ordinance are declared to be severable. and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion In the Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Code of Bay Harbor Islands, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word “ordinance” may be changed to “section,” “article,” or other appropriate word.

Section 5. Repeal of Ordinances in Conflict
All ordinances or parts of ordinances in conflict herewith or inconsistent herewith, are hereby repealed, but only as far as such ordinances may be inconsistent or in conflict with this Ordinance.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its adoption.

PASSED on First Reading this 14th day of June 2023.

PASSED AND ADOPTED on Second Reading this ____ day of _____ 2023.

By: _____
Elizabeth Tricoche, Mayor

ATTEST:

Yvonne P. Hamilton
Town Clerk

APPROVED AS TO FORM:

Greenspoon Marder LLP
Town Attorneys
By: Joseph S. Geller, Esq.

ESTIMATE

Town of Bay Harbor Islands Election w/ Early Voting 1 day at 1 site

Yvonne P. Hamilton, CMC
Town of Bay Harbor Islands
9665 Bay Harbor Islands
Bay Harbor Islands, FL 33154

Estimate N°: BH-EV-TBD
Estimate Date: May 9, 2023

Registered Voters:	3,355	Early Voting Days:	0
Precincts:	1	Early Voting Sites:	0
Polling Places:	1		
Permanent Absentee Ballots:	567		

Personnel	\$	5,044.63
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Salaries & Fringe Benefits, Overtime, Poll Workers

Polling Places	1,010.00
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Security, Polling Place Rentals

Supplies and Services	198.38
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Election Supplies, Communication Charges, Absentee Ballots Set Up

Trucks and Vehicles	580.00
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Delivery/Pickup of Voting Equipment, ISD Fleet Vehicle Rental

Printing and Advertising	1,677.50
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Vote by Mail, Early Voting & Precinct Ballots, Consumables, Temporary Polling Place Change Notices

Postage	100.00
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Vote by Mail Sent and Business Reply, Temporary Polling Place Change Notices, Letters

Ballot Creation	660.00
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In-House & Outside Contractual Services, Translations - Based on one question

Administrative Overhead	927.05
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Indirect Costs, Logic & Accuracy, Post-Election Audits

Early Voting	3,456.00
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*TOTAL	\$	<u>13,653.56</u>
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* Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.

For more information, you may contact:

Marilu Gamino-Narvaez
Manager, Budget and Finance
Miami-Dade Elections Department
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8424 E-mail: marilu.gamino-narvaez@miamidade.gov

Sec. 6-4. No early voting.

Pursuant to F.S. § 100.3605(1), it is hereby provided that commencing with the April 2005 municipal election for the town council, all council elections are hereby fully exempted from the provisions of F.S. § 101.657 concerning early voting. Early voting shall not be provided for municipal elections, special elections or town charter amendment elections.

(Ord. No. 884, § 2, 8-10-09)

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 8.

ITEM: Consideration and Approval of an ordinance on First Reading amending Sections 5-5 of the Town Code entitled “Construction Site Operations” to create a new subsections 5-5.2, 5-5.3 and 5-5.4 23-12(12) related to lot regrading and revegetation during demolition and construction activities, and during periods of a site being vacant in anticipation of future construction, and to amend Section 24-15 for similar reason. Introduced by Council Member Robert Yaffe. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The proposed ordinance seeks to amend Sections 5-5 of the Town’s Code entitled “Construction Site Operations” to create new subsections 5-5.2, 5-5.3 and 5-5.4 and 23-12(12) related to lot regrading and revegetation during demolition and construction activities, and during periods of a site being vacant in anticipation of future construction, and to amend Section 24-15 for similar reasons.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

1.	Ordinance - Section 5.5 and 24-15 Town Code, Vegetation-
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TO AMEND CHAPTER 5 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED BUILDINGS AND CONSTRUCTION CODE; AMENDING SECTION 5-5 ENTITLED CONSTRUCTION SITE OPERATIONS TO MODIFY SECTION 5-5(e) RELATED TO THE VEGETATION MAINTENANCE; CREATING NEW SECTION 5-5.2 ENTITLED REGRADING AND REVEGETATION PLAN; CREATING NEW SECTION 5-5.3 ENTITLED REGRADING AND REVEGETATION BOND; CREATING NEW SECTION 5-5.4 ENTITLED FAILURE TO REGRADE AND REVEGETATE SITE; AMENDING SECTION 24-15 ENTITLED RESPONSIBILITIES OF OWNERS OF VACANT BUILDINGS, VACANT STRUCTURES AND VACANT OR UNIMPROVED LOTS; CREATING NEW SECTION 24-15(j); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted its initial Land Development Regulations for the community in June 1957; and

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

WHEREAS, the Town Council desires to amend its Land Development Regulations to modify the provisions related to construction sites, demolition activities and site appearance and maintenance; and

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

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

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

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That the Town of Bay Harbor Islands Land Development Regulations are hereby amended to amend Sections 5-5 of the Town's Code entitled "Construction Site Operations" to create a new subsections 5-5.2, 5-5.3 and 5-5.4 23-12(12) related to lot regrading and revegetation during demolition and construction activities, and during periods of a site being vacant in anticipation of future construction, and to amend Section 24-15 for similar reasons, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2023.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2023.

ELIZABETH TRICOCHÉ
Mayor

ATTEST:

YVONNE P. HAMILTON, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER
Town Attorney
By: Joseph S. Geller, Esq.

EXHIBIT A
Amendments to the Town of Bay Harbor Islands
Chapter 5 - Buildings and Construction Code

Sec. 5-5. - Construction site operations.

It is the purpose of this section to promote the public health, safety, and general welfare and to minimize public and private losses arising as a result of unauthorized access to construction sites, or from loose and unsecured materials at construction sites during emergency weather conditions, to minimize exposure and prohibit activities which may pose a danger to persons located off the construction site, from debris, materials or activities carried on at the construction site by enacting the following regulations.

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

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

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

(b) *Debris control.* A construction site shall be maintained in a neat and orderly manner. A trash enclosure, dumpster, or other container shall be maintained in the construction site at all times. Loose debris shall be placed within the enclosure. A cover shall be maintained over such debris containers during periods when no construction activity is taking place and at the end of each construction day.

(c) *Erosion and run-off control.* In compliance with the town's National Pollution Discharge Elimination System (NPDES) permit requirements, prior to beginning any clearing, grubbing, or construction activities, as part of the building permit process, the contractor shall submit a plan (Erosion and Sediment Control Plan) detailing the location and handling of materials, soils and outlining the actions that will be taken to prohibit run-off of dirt, sand, fluids, vegetation or any other item into the town's stormwater system or onto adjacent property and waterways. Piles of soil, or any other methods approved by the town, shall provide for a containment area to reduce run-off.

(d) *Temporary bathroom facilities.* Temporary bathroom facilities shall be placed at a location that minimizes visibility from off-site. Any such facility shall be located behind a temporary construction fence, which shall completely screen the construction site on all sides. The bathroom facilities shall be maintained in sanitary condition and emptied on a regular basis. Failure to do so will constitute a violation of this section. No temporary bathroom facility may be kept on a construction site unless construction activities are actively occurring.

(e) *Vegetation maintenance.* Vegetation such as grass, shrubs, trees and groundcovers shall be maintained in such a fashion so that the construction site does not appear overgrown or unkempt. Within 30 days of demolition of an existing structure, the construction site must be graded to be generally level with no piles of debris or fill material, sodded and properly maintained, until such time as a construction fence is erected and construction activity begins. If more than 90 calendar days occur between the demolition of an existing structure and new construction, unless otherwise approved by the Building Official for unusual circumstances or safety reasons, the temporary construction fence and all construction related equipment and materials must be removed from the site, and the lot sodded and maintained until actual construction occurs. If for any reason construction activities cease for a time-period exceeding 90 days, the Town may require that the site and any improvements therein be secured, the temporary construction fence fortified, and construction related equipment and materials removed from the site, until actual construction occurs again.

(f) *Temporary construction fence.* A temporary construction fence screening the construction site shall be erected and maintained in good order at all times. The temporary construction fence shall be erected and completely in place as a requirement for the issuance of a building permit and prior to the beginning of construction activities. The temporary construction fence shall be six feet chain link fence with a screening material attached to visually screen and minimize impact to neighboring properties which may be affected by construction site dust and debris. A fence permit is required to be issued for the temporary construction fence, and the fence installed, inspected, and the fence permit must be closed-out by the building department prior to the issuance of a building permit.

(1) A temporary construction fence will be required for all new construction and substantial renovations.

(2) Work being done within the unit is exempt from this requirement. However, if a temporary bathroom facility and/or a dumpster is to be located on-site, the temporary construction fence must be installed.

(3) Work on pools, pool installations or substantial renovations will require a temporary construction fence at all times to avoid health and safety hazards. Also pools undergoing renovations and new pools being installed must be emptied of accumulated water at all times.

(g) *Construction staging plan.* The owner, occupant or user of any construction site for a commercial and multifamily project, shall be required to present a plan to the town manager or his/her designee for approval prior to the issuance of a building permit by the building official. The plan shall include, but shall not be limited to, the following elements:

- (1) Parking provisions for construction workers.
- (2) General traffic and detours including specific routes to and from the construction site.
- (3) Delivery and location of cranes.
- (4) Delivery and storage of materials.
- (5) Use of state certified flaggers with state approval equipment and/or off-duty police officers. Off-duty police officers will be required for the following activities: a complete street closure for more than one hour, a concrete pour lasting more than six hours, when cranes are delivered and set-up and when they are being removed from the construction site, and any other activity as may be required by the town manager or his designee. Certified flaggers may be used for normal deliveries and short time single lane closures.
- (6) Construction fencing with visual/dust barrier.
- (7) Construction signs.
- (8) Temporary construction trailer approval required by the town manager in subsection [23-4\(7\)](#), provided:
 - a. The location of any trailer provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.
 - b. No more than one trailer is permitted per development site.
 - c. No trailer may exceed one-story/12 feet in height above grade.
 - d. No trailer may exceed 530 square feet in size.
 - e. The location of the trailer shall be approved by the town manager to minimize the impact on neighboring properties.
 - f. The trailer and all related temporary facilities shall be removed from the site prior to the issuance of a certificate of occupancy.

g. Construction trailers are permitted to be located on a neighboring staging area if proof is submitted that the property owner agrees to its proposed location.

(9) Temporary sales office approval is required at the discretion of the town council in subsection 23-4(7), provided:

a. The location of any office provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.

b. No office may exceed one-story / 12 feet in height above grade.

c. The office and all related temporary facilities must be removed prior to the issuance of a certificate of occupancy.

(10) Use of meter parking spaces.

(11) Use of right-of-way.

(12) Provisions for pedestrian safety and pedestrian paths.

(13) Location of construction dumpsters and temporary bathroom facilities.

(14) Any other issues which may uniquely relate to a particular construction site.

Staging plans shall be required for single family, multi-family and commercial projects.

The construction staging plan shall be presented to the town in the form of site plans, location maps, critical path diagrams, and explanatory commentary. The building and zoning department will coordinate the review of the construction staging plan with the public works department, town engineer, police department, building official, town planner, code compliance department and town manager's office. No permit shall be issued on a construction project which requires a construction staging plan, until such plan has been approved by all the appropriate departments.

(h) *Job site maintenance.* The owner, occupant or user of a Construction Site shall complete job site maintenance, on a daily basis, prior to the conclusion of each day's work. Daily job site maintenance shall include the following:

(1) Sweeping of public roadways which are directly affected by construction site dust, debris or activities;

(2) Pick up and disposal of litter at or generated by the construction site;

(3) Washing down of any street signs or public facilities which are impacted by dust or debris from the construction site activity;

(4) Stacking of construction materials in a manner which assures that the materials and the material packaging shall not fall or be transported into any canals, drainage facilities or other water bodies in the vicinity of adjacent to the site;

(5) Watering of exposed loose earth at the site so as to minimize off-site transport of particulate matter.

(6) Compliance with additional job site maintenance components which are described in an applicable construction staging plan for the construction site.

(i) *Job site security.* The owner, occupant or user of a construction site shall secure the construction site from unauthorized access between the hours of 6:00 p.m. and 9:00 a.m. of the next day by the use of a locked fence and/or security, assuming construction activities are occurring during the day. In the event that a hurricane watch is issued by the United States Weather Bureau, the owner, occupant or user of a construction site shall comply with the requirements of section 8-16 of the Miami Dade County Code, by taking all steps necessary to secure the construction site, including removal or securing of hazardous or loose objects.

(j) *Parking.* Motor vehicles which are used by construction workers and others involved in the construction of the project at the site for the purpose of commuting to and from the construction site, shall not be parked off of the construction site except in the area or location which shall be first approved in writing by the town manager or his/her designee. Parking areas within the construction site are to be properly screened from the public and shall not be detrimental to the surrounding neighborhood. The town approval shall be based on assuring that: public street or right-of-way are not blocked; that adequate parking remains for existing residences and businesses; and that any impact to public parking resources is mitigated.

(k) *Public right-of-way.* Any construction vehicles or equipment involved in construction at a construction site which block a public roadway or right-of-way shall require a town right-of-way use permit and approval, with appropriate conditions, as issued by the town manager or his/her designee, 72 hours in advance of any such activities which impact a public right-of-way.

(l) *Netting.* All structures exceeding 30 feet in height shall provide a dust/debris netting barrier erected in such a way to completely surround the structure. Structures being erected on waterfront lots and exceeding 20 feet in height shall provide a dust/debris netting barrier on the portion of the structure facing the water. The type of netting material shall be identified in the construction staging plan and is subject to town approval.

(m) *Enforcement.* Failure to abide by the provisions of this section shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant or user of a construction site who fails to correct a violation of this section, after being given notice by the town, shall have a fine imposed in the amount of \$250.00 for the first violation and \$500.00 for a subsequent or repeat violation. If the violation is corrected within the time prescribed in the notice, then the fine shall be waived unless the violation is irreparable or irreversible in nature.

Sec. 5-5.1. - Demolition of structures.

(a) No demolition may occur within the town without first obtaining a demolition permit from the town that has satisfied all requirements set forth herein. For all demolition within the town, the following items shall be completed and submitted to the building department prior to the issuance of a demolition permit (that is required prior to commencement of demolition activity):

(1) A site management plan that includes: a plan for the demolition of the structure(s); the location of utilities; location of temporary bathroom facilities; tree identification and disposition; site grading; pedestrian protection (if applicable - when sidewalks exist); adjoining property protection; dust control; runoff control, including but not limited to, a gravel bed at the entry to the site; fencing and screening; site security; and a demolition schedule.

(2) Proof of a notice of application for the demolition permit posted in a prominent location on the site for public inspection. Proof of written notice to the owners of adjoining buildings advising them that the demolition is to occur at least five (5) days prior to the start of demolition.

(3) Proof of rodent control at the site provided by a license professional company (photographic evidence of rodent traps or other method of controlling rodents might be required at the time of the application).

(4) Proof that the demolition site is enclosed on all sides with a temporary six-foot chain link fence with screening material. (A fence permit is also required to be issued, and the fence installed, inspected, and the fence permit must be closed-out by the building department prior to a demolition permit being issued.)

(5) Proof that single unit A/C systems have been evacuated to avoid Freon leaking into the atmosphere, (when applicable).

(6) Any additional documents that may be required by the building department including, but not limited to, a survey of the property, letter of disconnect from FPL, water and sewer capping, letter of disconnect from gas company (when applicable), approval of outside agencies (when applicable) such as the department of regulatory and economic resources (for asbestos, when applicable), department of health, department of environmental protection, etc.

(b) All demolition sites shall be dust controlled by hosing of debris with water.

(c) All demolition sites shall comply with the town's noise ordinance and hours of construction. No demolition activity is permitted on Saturdays, Sundays or legal holidays.

(d) All equipment used during demolition must be contained within the site, unless the town manager approves an alternative location within the town.

(e) The town manager may require other documentation or impose additional requirements for any other matters that may relate to a particular site.

Sec. 5-5.2. - Regrading and revegetation plan.

If the proposed demolition will remove an entire building or any portion thereof, the applicant for a demolition permit shall also submit a regrading and revegetation plan prepared by a registered landscape architect. This plan shall include:

(1) A regrading plan providing for the regrading of the site so that it will be generally smooth and level so that there are no drop-offs, holes or other features which might pose a safety hazard or threaten to damage adjacent Property or any areas likely to hold standing water that might pose a potential health or safety hazard.

(2) A revegetation plan providing that the site shall be revegetated by being properly treated with topsoil, sprigged, or sodded with a lawn grass commonly used in Miami-Dade County, and maintained until growth is self-sustaining. If the Town Building Official determines that portions of the site are not suitable for revegetation with any of the lawn grasses commonly used in Miami-Dade County, then the Town Building Official may approve revegetation of those portions of the demolition site with other plants certified by a registered landscape architect as being equivalent to the species listed in this subsection. These plants shall also be maintained until they become self-sustaining.

(3) A Written estimate, certified by a registered landscape architect, specifying the cost of implementing the regrading and revegetation plans.

(4) The estimated number of days necessary to complete the implementation of the regrading and revegetation plan. This time, other than the maintenance period necessary to achieve self-sustained growth, shall not exceed ninety (90) days from the date demolition is begun.

Sec. 5-5.3. - Regrading and revegetation bond.

The applicant shall post a surety or cash performance bond running to the Town equal to 150 percent of the estimated cost of implementing the regrading and revegetation plans, to ensure the regrading and revegetation of the Property within the time required by this Article and otherwise to protect the Town against any costs which it may incur for the subsequent revegetation of the Property if the Owner or permit holder fails to complete revegetation within the time required by this Article.

Sec. 5-5.4. - Failure to regrade and revegetate site.

- (a) Notice of violation. If the Owner or permit holder fails to properly regrade and revegetate the Property within the time set forth in this Article, then it shall be the duty of the Town Building Official to give written notice by registered mail to the permit holder and the Owner, as listed in the most recent property tax records of Miami-Dade County, to remedy this condition within ten (10) days after service of such notice or within such longer time as may be specified in the notice. The notice shall be in substantially the following form:

Date: _____

Name of Owner (permit holder): _____

Address of Owner (permit holder): _____

Our records indicate that you are the Owner(s) (or permit holder for) of the following described Property in Bay Harbor Islands:

An inspection of this Property discloses, and the Town Building Official has found and determined, it is in such condition as to be in violation of Chapter 5 of the Bay Harbor Islands Town Code, because of your failure to properly complete demolition, regrade and revegetate the Property in accordance with the plans on file.

Chapter 5 of the Bay Harbor Islands Town Code provides that it shall be unlawful for you to permit this condition to continue, and you are hereby notified that unless this condition is remedied so as to comply with Chapter 5 within ten (10) days from the date hereof, you will forfeit your bond and Bay Harbor Islands will proceed to remedy such condition. Further, if the cost of such regrading and revegetation exceeds the bond amount, such additional costs along with all costs incurred in establishing such lien shall be imposed as a lien upon this Property.

- (b) Performance of work by Town; payment of costs. Upon failure of the permit holder or Owner of Property to remedy the conditions in violation of the requirements of this Article within ten (10) days after service of notice as provided in this section, the Town Manager is authorized to take all necessary steps to regrade and revegetate the Property utilizing the proceeds from the bond. Any necessary costs incurred by the Town for that purpose in excess of the bond amount, along with all costs incurred in establishing such lien, shall be a lien upon such Property. The lien provided for shall be superior in dignity to all other liens, except those of taxes, and

shall bear interest at the rate of ten percent per annum from the date that the lien is established.

Sec. 24-15. - Responsibilities of owners of vacant buildings, vacant structures and vacant or unimproved lots.

All vacant buildings, vacant structures and vacant and unimproved lots shall comply with the following requirements:

(a) Every owner of a vacant building, structure or lot shall keep the premises in clean and sanitary condition, including yards, lawns, courts and driveways.

(b) Exterior premises shall be kept free from the excessive growth of weeds, grass and other flora. The term "excessive" shall be interpreted as detrimental to the health, safety or welfare of the occupants or the public and shall be in the sole judgment of the town.

(c) Every owner of a vacant building, structure or lot shall grade and maintain the exterior premises so as to prevent the accumulation of stagnant water thereon.

(d) Animals and pets shall not be kept on the premises in such manner as to create unsanitary conditions or constitute a nuisance.

(e) Every owner of a vacant building, structure or lot shall keep the premises free from rodents, insects and vermin.

(f) The roof of every vacant building, structure or lot shall be well-drained of rain water.

(g) All exterior surfaces shall be properly maintained and protected from the elements by paint or other approved protective coating applied in a workmanlike fashion.

(h) Every owner of a vacant building, structure or lot shall be responsible for removing unauthorized signs, posters and graffiti from the building's exterior; those signs authorized or exempted by the town sign ordinance are exempted from this section.

(i) Every owner of a building or structure that is vacant and unsecured shall secure all ground floor entrances and other openings of said building or structure including, but not limited to, windows and doorways. Such vacant building or structure shall be secured and sealed with concrete block or other materials of the same durability as determined by the building official.

(j) All materials used to secure a vacant building or structure shall be painted in a workmanlike fashion in the same color as its other exterior walls.

(k) Prior to the boarding of a vacant or unoccupied building, the owner or operator thereof shall apply to the chief building official of the town for approval and the issuance of a permit, and shall pay to the town a permit fee of \$1,000.00. Such permit shall be for only a six-month period, and shall be renewed for subsequent six-month periods upon the reapplication and payment of the permit fee. If a permit lapses, and such building or structure remains boarded, such permit and fee will be deemed to be automatically

renewed, with the unpaid permit fees causing a lien to be placed upon the property for such unpaid fees. Such automatic renewal shall occur for the entire period which the building remains boarded.

(j) In addition to the provisions set forth herein, as related to the demolition of structures and site improvement activities and new construction activities, such sites shall be secured by the installation of a temporary fence to secure the site, and the site shall be graded and sodded as specified in Sec. 5-5(e)

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an ordinance on First Reading amending Section Article 1, Sections 5-6 of the Town Code pertaining to development fees to modify Article I, Sections 5-6 entitled “Development Fees, Permits – Required, Fees to be Paid; Penalty of Noncompliance” to modify the provision related to Town actions for noncompliance. Introduced by Council Member Robert Yaffe. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

Section 5-6(e) of the Town Code is being amended as indicated by underlining:

To the extent that there are open plans or permits involving new construction, substantial renovations, or demolition on the effective date of this section wherein the applicant or the subject property has any existing code violations with the town, stop work orders, liens or unpaid fines due and owing to the town, neither a final inspection shall occur nor shall the plans or permit be approved or closed until the existing code violation(s) are complied with and the citations are closed by the town and any unpaid fines are paid in full. Further, the Town may suspend further project reviews, including Design Review Board meetings, Site Development Plans, or Building Permits, until full or partial compliance is achieved, as determined by the Building Official.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

1.	Ordinance - Section 5-6 Town Code, Development Fees-Non Compliance
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION, ARTICLE I, SECTION 5-6 ENTITLED DEVELOPMENT FEES, PERMITS – REQUIRED, FEES TO BE PAID; PENALTY FOR NONCOMPLIANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Building and Construction Code for the community in 1961; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions, and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

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

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Article I, Sections 5-6 entitled "Development Fees, Permits – Required, Fees to be Paid; Penalty of Noncompliance" to modify the provision related

to Town actions for noncompliance, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2023.

PASSED on Second Reading this ____ day of _____, 2023.

ELIZABETH TRICOCHÉ
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

Exhibit “A”

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 5 – Buildings and Construction

ARTICLE I. – IN GENERAL

Sec. 5-6. - Developmental fees, permits—Required, fees to be paid; penalty for noncompliance.

(a) *Required.* Permits shall be required and must be obtained for all structures erected, constructed, moved, reconstructed or structurally altered or other work done on such structures such as painting, roof cleaning or painting, plumbing or electrical work, sandblasting, seawall repairs, sign painting or installation, driveway sealing or paving, awning installation, fencing, installation or replacement or repair of air-conditioning equipment, hurricane shutters and patio slabs in the town. Fees shall be paid therefor in accordance with the fee schedule provided herein. As a condition precedent to the processing of plans and/or an application for a permit involving new construction, substantial renovations, or demolition, neither the applicant nor the subject property shall have any existing code violations in the town, liens or unpaid fines due and owing to the town.

(b) *Developmental fees.* All fees charged for services provided by the town in conjunction with or in any way related to development permits, as defined in F.S., chapter 163, shall be established from time to time by separate administrative order which shall not become effective until approved by resolution of the town council.

(c) *Exception from fees.* The Dade County School Board, the County of Miami-Dade, the state, the United States of America, and all corporate municipalities owning real property within the boundaries of the town, shall be exempted from the payment of any fee for a building permit or a certificate of use and occupancy where the work is done wholly by personnel of such agency; where the work is done for such agency is done by outside contract, the contractor shall secure the necessary permit and pay the required fees; where the work is to be done solely by the personnel of a governmental agency, the permit shall be issued in the name of such agency upon application for

any building construction, occupancy or usage, not contrary to the provisions of the Town Code of Ordinances.

(d) *[Penalty for violation.]* If any required permit is not obtained in accordance with this section, any person who was required to obtain the permit shall be punished by a fine not exceeding \$250.00 per day for a first violation and not exceeding \$500.00 per day for a repeat violation, unless otherwise prescribed in the Code, ordinances or by resolution of the town council.

(e) To the extent that there are open plans or permits involving new construction, substantial renovations, or demolition on the effective date of this section wherein the applicant or the subject property has any existing code violations with the town, **stop work orders**, liens or unpaid fines due and owing to the town, neither a final inspection shall occur nor shall the plans or permit be approved or closed until the existing code violation(s) are complied with and the citations are closed by the town and any unpaid fines are paid in full. **Further, the Town may suspend further project reviews, including Design Review Board meetings, Site Development Plans, or Building Permits, until full or partial compliance is achieved, as determined by the Building Official.**

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 10.

ITEM: Request for approval of the location of a temporary Sales Center at 10301 East Bay Harbor Drive in connection with the development of the properties at 9781 and 9927-9955 East Bay Harbor Drive, by 9781 Bay Harbor Development LLC, 9955 Bay Harbor Development LLC. Duration of the sales center is expected through March 31, 2026. Enclosed are copies of the application materials.

DESCRIPTION:

The 10301 East Bay Harbor Drive site was used for the ONDA sales center for a couple years. The Town Council granted an original approval on June 8, 2020, for a 2+/- year period. In November 2022, the Town Council granted a 6-month extension to May 2023. However, about two months ago the Town noticed the development announcing a sign that the ONDA project was changed to La Mare (there is no project approved with that name) without the Town's knowledge or consent. The Town Code Enforcement Officers issued a Notice of Violation. The request is for longer-term sales center use until March 31, 2026, as per their Letter of Intent. The sales center would be for two multifamily residential projects (9781 East Bay Harbor Drive/9 Dwelling Units and 9919-9955 East Bay Harbor Drive/33 Dwelling Units. The Letter of Intent refers to La Mare collectively as being only the 9781/9955 EBHD sites. The 9781 EBHD site was approved by the DRB on 11/01/22. The 9919-9955 EBHD site was approved by the DRB on 12/06/22. Site Development Plan for the 10301 EBHD site (9 DU) was approved by the DRB May 2, 2023. There are no criteria in the Code to govern such requests, but we typically make them at least meet setbacks.

It is most likely the time limit will be extended for 2-3 projects given the construction times (2-3 years) and market conditions (high interest rates/ DU cost).

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Sales Center Request - 9781 Bay Harbor Development LLC and 10301 Bay Harbor Development LLC
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March 24, 2023

VIA EMAIL ONLY

Ms. Yvonne Hamilton
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
yhamilton@bayharborislands-fl.gov

Re: Letter of Intent – Application for Temporary Sales Center

Dear Ms. Hamilton,

I am writing on behalf of 9781 Bay Harbor Development LLC, 9955 Bay Harbor Development LLC and 10301 Bay Harbor Development LLC (collectively, the “Owner”), Owner of the properties located at 9781 and 9927-9955 East Bay Harbor Drive as well as the existing sales center located at 10301 East Bay Harbor Drive (each a “Property” and collectively, the “Properties”), all of which are located in the Town of Bay Harbor Islands on the northern tip of East Island.

As you may be aware, the Planning and Zoning Board has approved the projects on the Properties, consisting of an eight-story building with nine high-end residential units (the 9781 Property) and an eight-story building with thirty-three high-end residential units (the 9927-9955 Property) (the “Projects” or “La Mare”). The Town Council had previously approved a sales center (“Sales Center”) located at 10301 East Bay Harbor Drive that is currently being used for the Onda Project. Photographs of the Sales Center, which was built with materials that reflect the aesthetics of the La Mare project, are attached as Schedule “A” and the prior approval for the use of the Sales Center for the Onda Project is attached as Schedule “B”. We would not be making any changes to the existing Sales Center for the La Mare Project, but we would like to add the addresses of the additional approved La Mare Projects to our signage.

We are respectfully requesting that we be granted a permit to utilize the same Sales Center for our 9781 and 9927-9955 East Bay Harbor Drive Projects through March 31, 2026.

As requested, I also have enclosed the property survey for the Sales Center in Schedule “C”.

Please accept this correspondence, including the enclosures, as our official request to be heard on the next Town Council agenda at the April 10th Town Council meeting. Thank you for your consideration.

Respectfully,

Justin Soulen

Justin Soulen
General Counsel

+1 (786) –228 –9571

Info@lamarebayharbor.com

www.lamarebayharbor.com

Schedule “A”









Schedule “B”



Akerman LLP
Three Brickell City Centre
98 SE 7th Street, Suite 1100
Miami, FL 33131
Tel: 305 982 5629
neisen.kasdin@akerman.com

October 6, 2022

VIA E-MAIL

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

RE: Letter of Intent – Onda Temporary Sales Office Extension

Dear Ms. Lasday,

Akerman LLP represents B H Investment LLC ("BHI" or "Owner"), owner of the property located at 1135 103rd Street (the "Property"), located in the Town of Bay Harbor Islands (the "Town"), on the northern tip of the East Island. As you know, the Planning and Zoning Board approved a project at the Property consisting of an eight (8)-story building with 41 high-end residential units (the "Project" to be known as "Onda"), and construction is well underway.



(Onda project: 1135 103rd Street)

The Town Council approved a temporary sales center ("Sales Center") for the Project at the neighboring vacant lot, just east of the Property located at 10301 East Bay Harbor Drive (the "Vacant Lot") on June 8, 2020 ("Sales Center Approval"). Owner subsequently built a unique and beautiful sales office on the Vacant Lot. The Sales Center has been curated out of materials which reflect the aesthetics of the Onda project, including natural materials and décor. See photographs of the Sales Center enclosed as **Exhibit A**, and the "Agenda Item Report" from the June 8, 2020 Sales Center

Approval enclosed as **Exhibit B**. The Sales Center has been constructed (see a copy of original conceptual plans for the Sales Office enclosed as **Exhibit C**) and a Certificate of Occupancy was obtained on August 11, 2021 (see enclosed as **Exhibit D**).

Owner is leasing the land at the Vacant Lot (under separate ownership) for the temporary use of the Sales Center. The owner of the Vacant Lot has consented to this application for the purpose of seeking an extension for the temporary Sales Office, as indicated in the letter enclosed herein as **Exhibit E**. The initial Sales Center Approval contemplated the operation of the sales center from approximately November 2020 through approximately November 2022. ***However, Owner is requesting a six month extension (to utilize the Sales Center through approximately May 2023).***

Please accept this letter, and other enclosed materials as our official request to be heard on the next Town Council agenda for the extension of the Onda temporary Sales Center. Thank you for your consideration.



(Onda Temporary Sales Office: 10301 East Bay Harbor Drive)

Sincerely,

A handwritten signature in blue ink, appearing to read "Marissa R. Amual".

Marissa R. Amual

Enclosures

cc: Valerio Morabito
Neisen Kasdin, Akerman LLP

Exhibit A

PHOTOGRAPHS OF THE SALES CENTER









Exhibit B

AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 8.

ITEM: Consideration and Approval by B H Investment, LLC for a temporary sales center for project that will be built on 1135 103rd Street also know as "Onda". The proposed temporary structure would be built just east of the proposed project, to be located at 10301 East Bay Harbor Drive. Enclosed are copies of the request letter, proposed concept of the sales center and other supporting documents.

DESCRIPTION:

The applicant ("B H Investment, LLC) is seeking Town Council approval to construct a temporary sales center for project know as "Onda" located at 1135 103 Street. The sales center would be built on the vacant lot just east of the property, to be located at 10301 East Bay Harbor Drive. The estimated date to launch the operation for the Sales Center is by November of 2020 and plans to maintain the temporary structure throughout the construction process for approximately 24 months.

Enclosed are copies of the request letter, plans and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

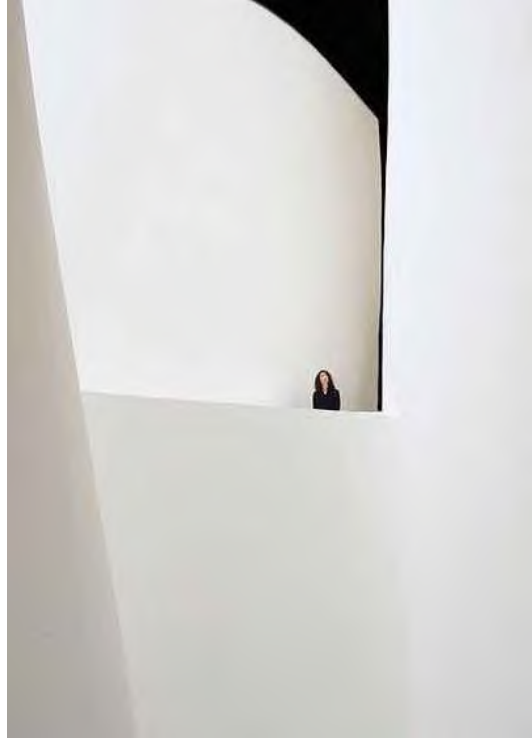
BUDGET IMPACT:

Submitted By: Alba Chang, Interim Town Clerk

ATTACHMENTS

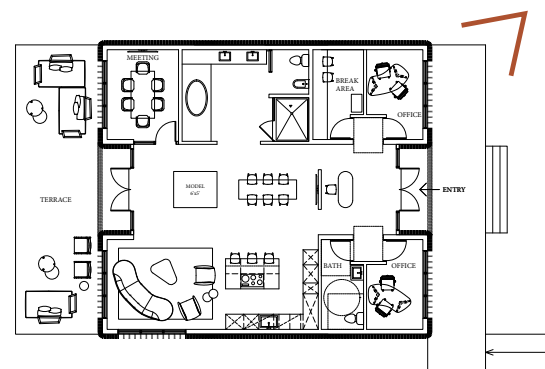
1. Temporary Sales Office- LOI for Onda (003)

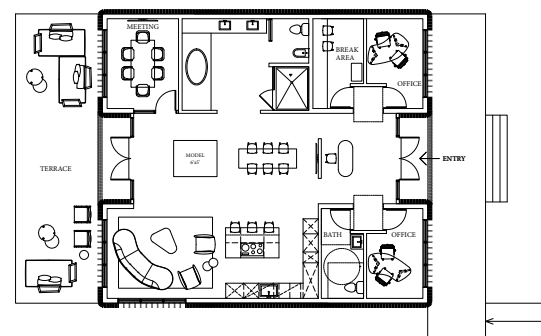
Exhibit C



ONDA
sales center







ZONING DATA

PROJECT ADDRESS:
10301 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

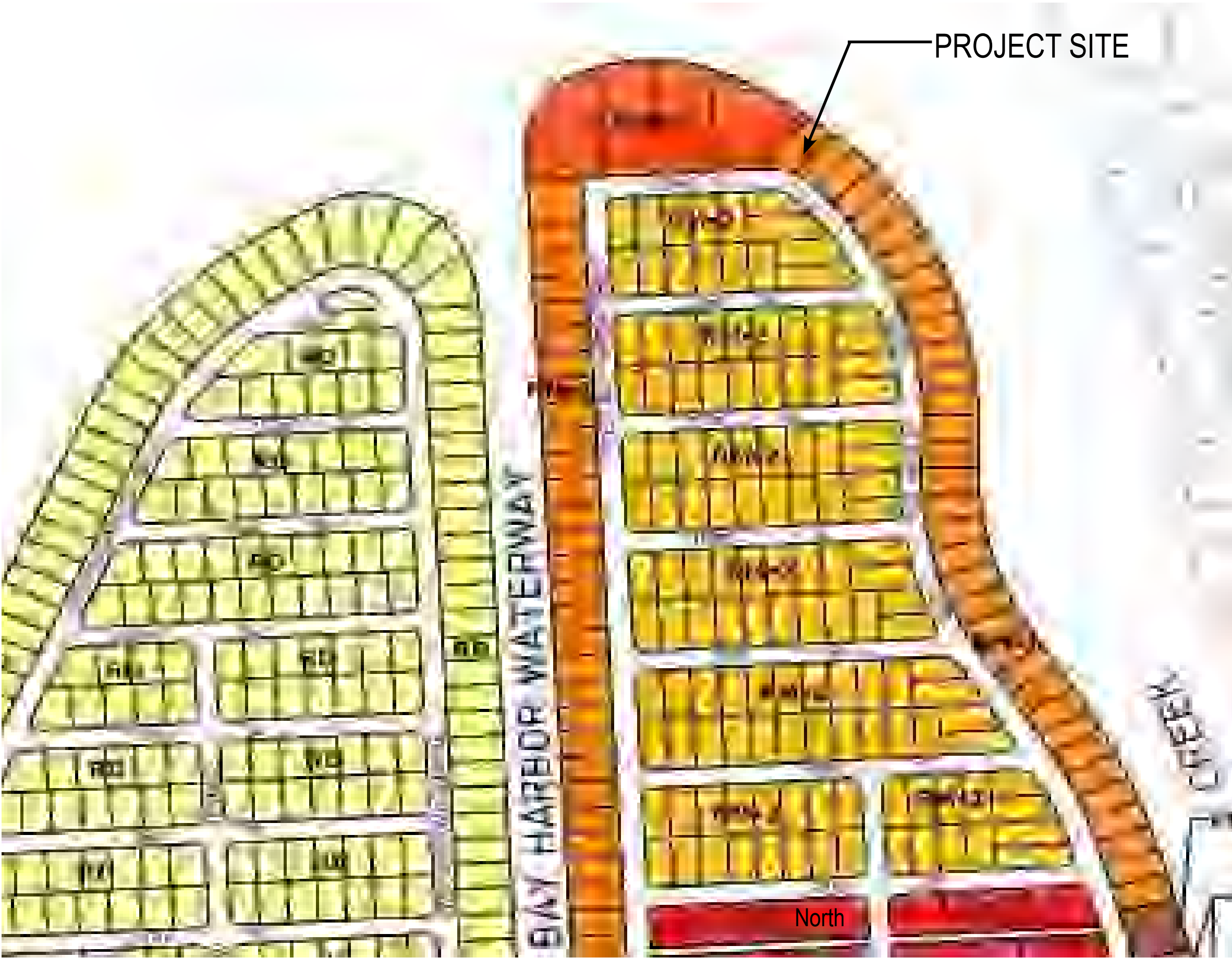
PROPERTY FOLIO NUMBER:
13-2227-001-6770

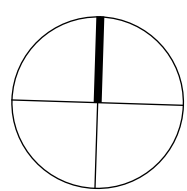
ZONING DISTRICT:
RM-1
LAND USE DESIGNATION
MULTIPLE FAMILY DISTRICT

SURVEY INFORMATION:
PREPARED BY:
JOHN IBARRA & ASSOCIATES, INC.
777 N.W. 72ND. AVENUE STE. 3025,
MIAMI, FL 33126
PH: (305) 262-0400

LEGAL DESCRIPTION (PER SURVEY):
LOT 1, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

F.E.M.A. FLOOD ZONE INFORMATION (PER SURVEY):
COMMUNITY NUMBER: 120637
PANEL NUMBER: 0144
ZONE AE. +9'-10'
BFE = 10'
FEMA MAP EFFECTIVE DATE: 09/11/2009







VIEW 01 - LOOKING WEST



VIEW 02 - LOOKING NORTH



VIEW 03 - LOOKING EAST



VIEW 04 - LOOKING SOUTH



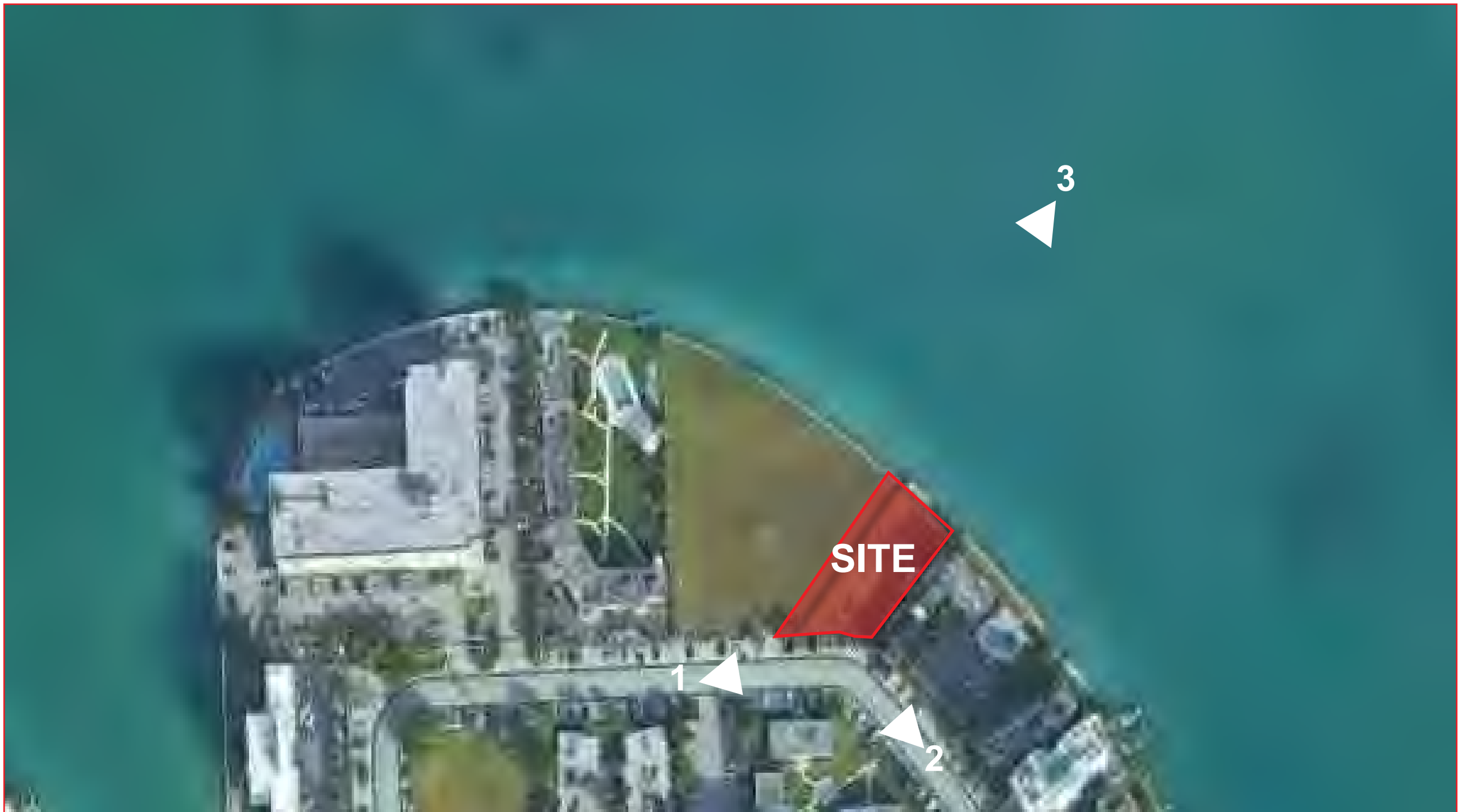
SITE STREET VIEW 01 - FROM SOUTHWEST



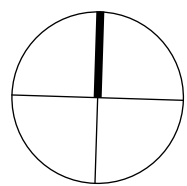
SITE STREET VIEW 02 - SOUTHEAST



SITE VIEW 03 - FROM NORTHWEST (BISCAYNE BAY)

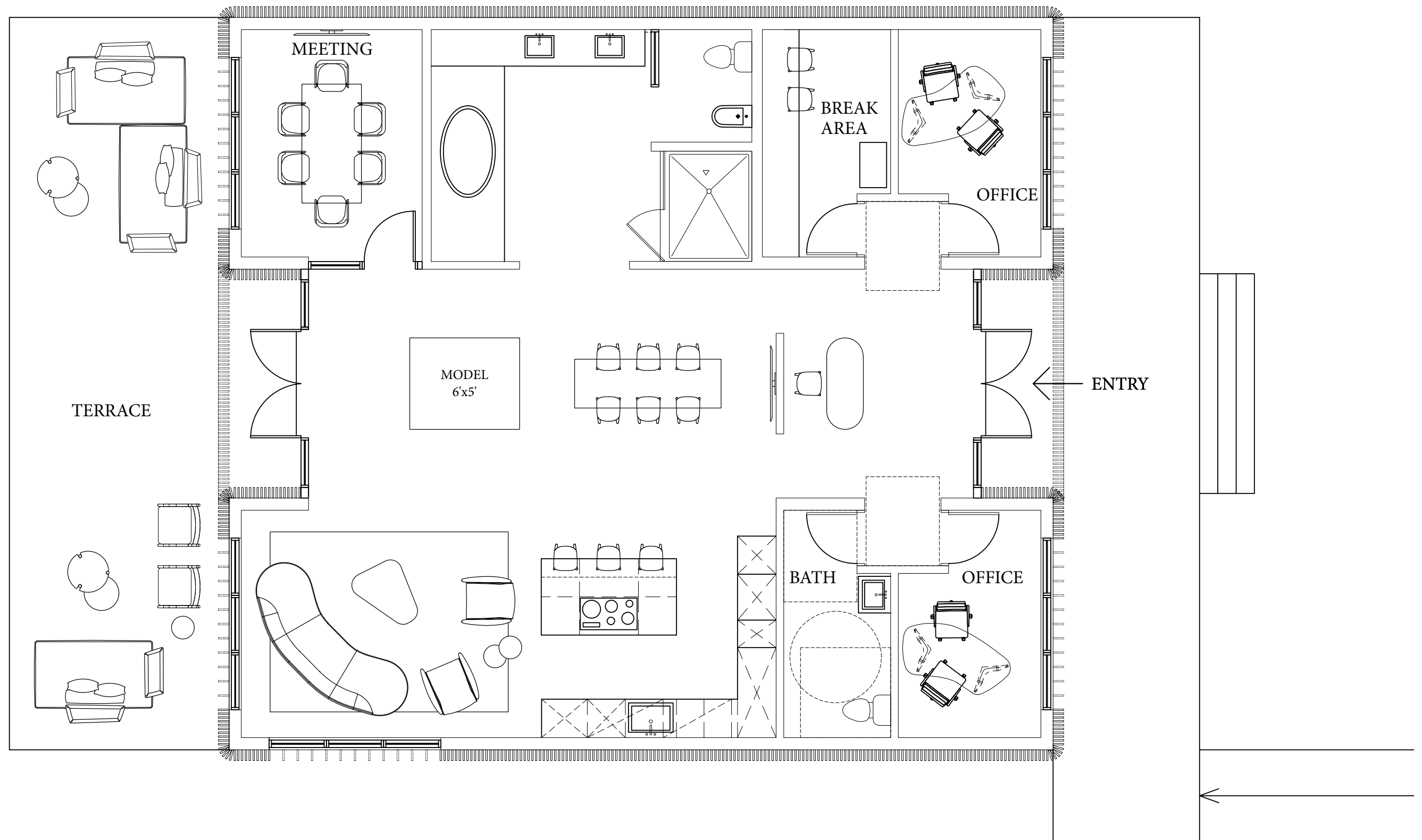


KEY MAP



Finishings&Furniture | Reference images





Plan



Entrance



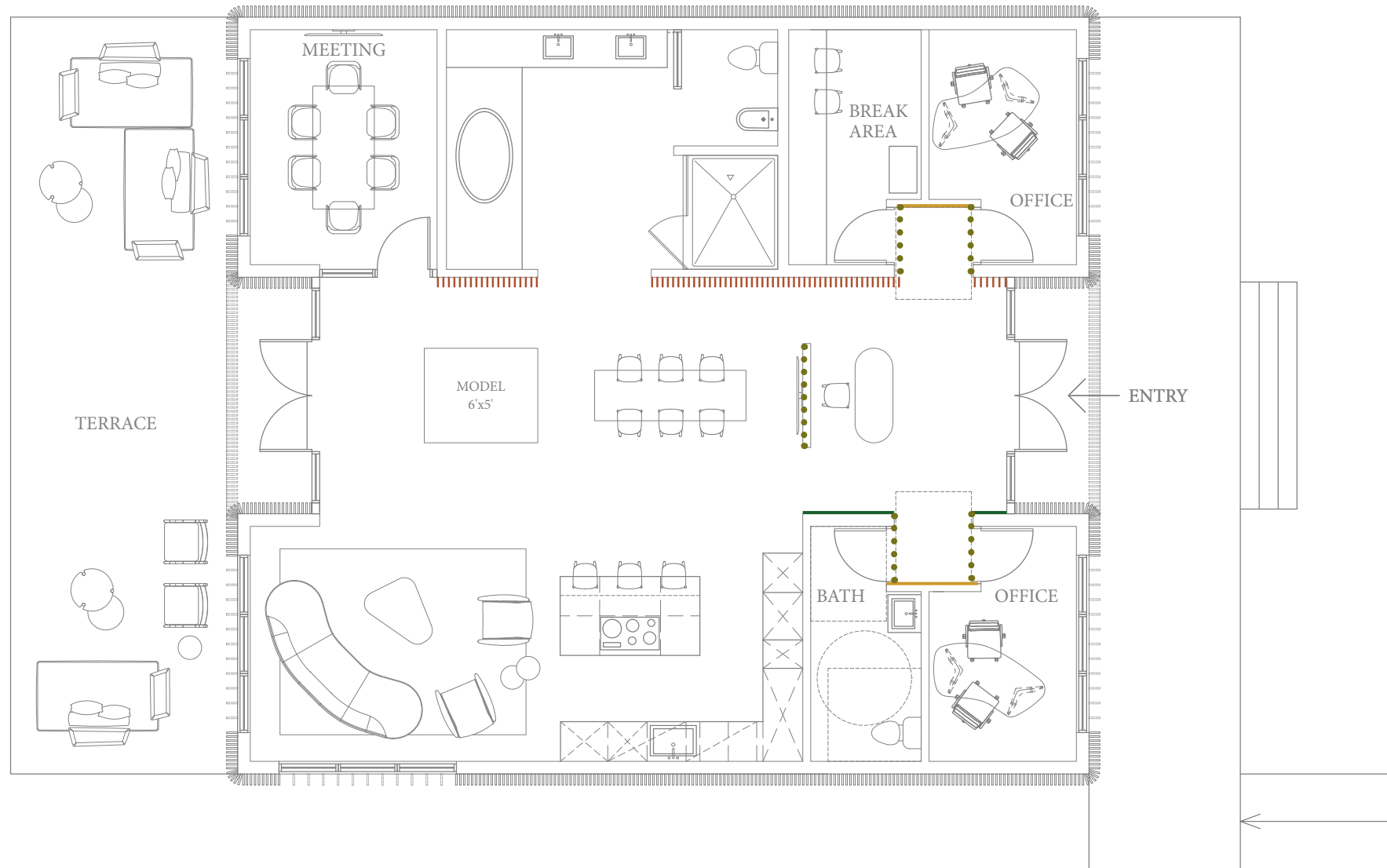
Living room



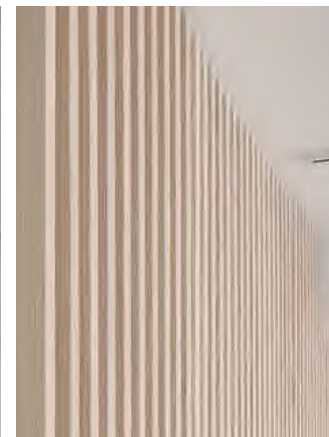
Model area



Meeting



floor
limestone



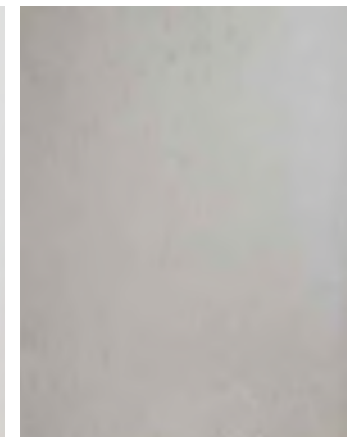
wall
wood slats



wall
wood boiserie



wall
plaster



wall detail
plaster metal

PROJECT DATA

ZONING CLASSIFICATION

RM-1

LAND USE DESIGNATION

MULTIPLE FAMILY DISTRICT

LOT AREA

0.2986 ACRES (13,008 SF)

DENSITY ALLOWED:

34 DU/ACRE: 34X0.2986 = 10 UNITS

70 DU/ACRE W/TDR = 80X0.2986 = 21 UNITS

DENSITY PROPOSED:

N/A

SALES CENTER - TEMPORARY BUILDING

SETBACKS:

FRONT/FACING STREET

REQUIRED 20 FT

PROVIDED 76 FT 8 IN

REAR/WATER

REQUIRED 20 FT

PROVIDED 20 FT

SIDE

REQUIRED FROM 0'-30' = 10'-0"

PROVIDED FROM 0'-30'= 17'-9" E & AT 17'-1" W

MAX BUILDING COVERAGE

ALLOWED N/A

PROVIDED 13% Principal Structure Coverage

1,800 SF

BUILDING HEIGHT

1 STORY AT 11'-6" + ROOF PARAPET/STRUCTURE.

GREEN OPEN SPACE

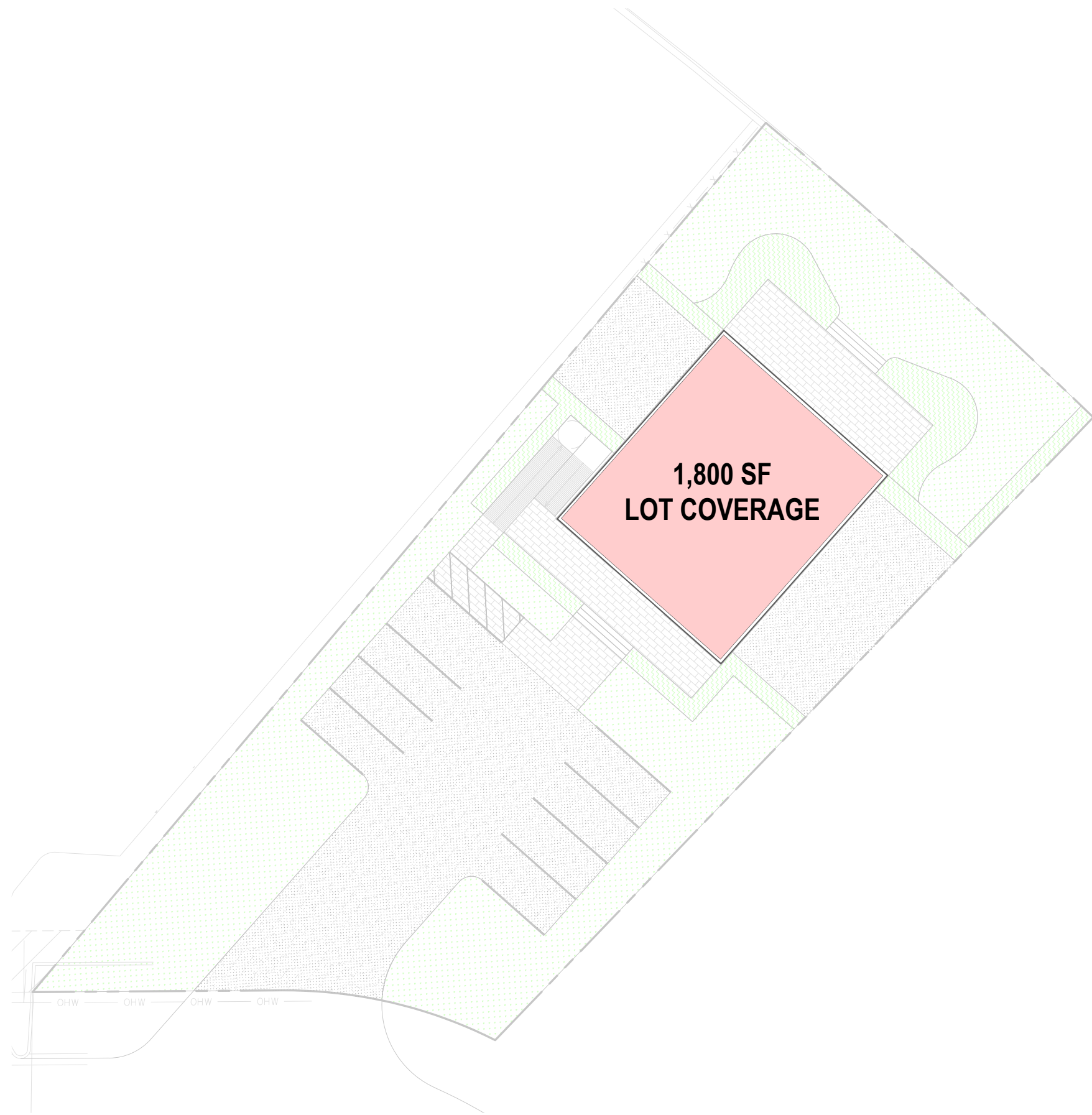
REQUIRED 2,602SF 20% MIN.

PROVIDED 5,691SF 43.75 %

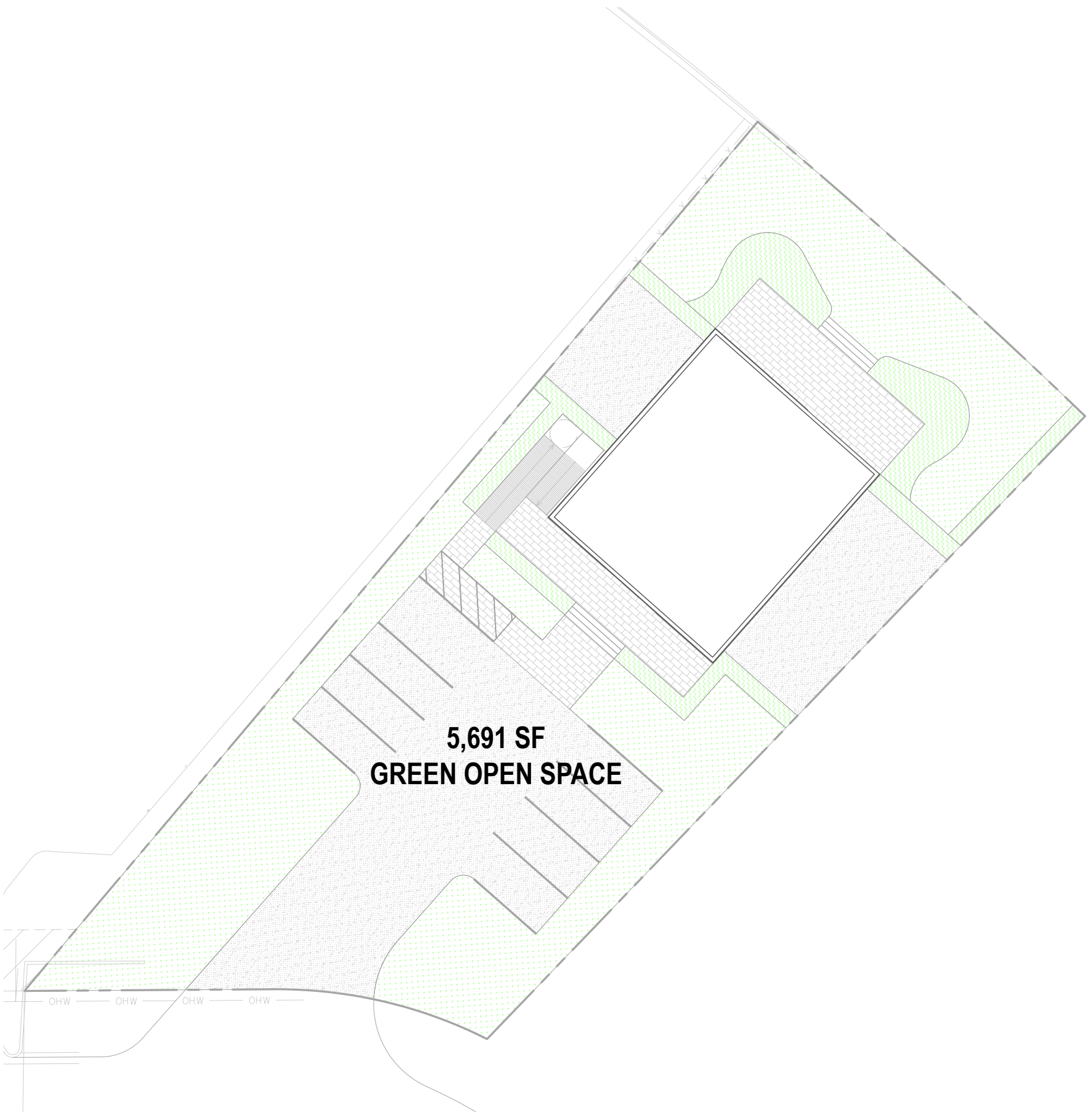
PARKING

REQUIRED N/A

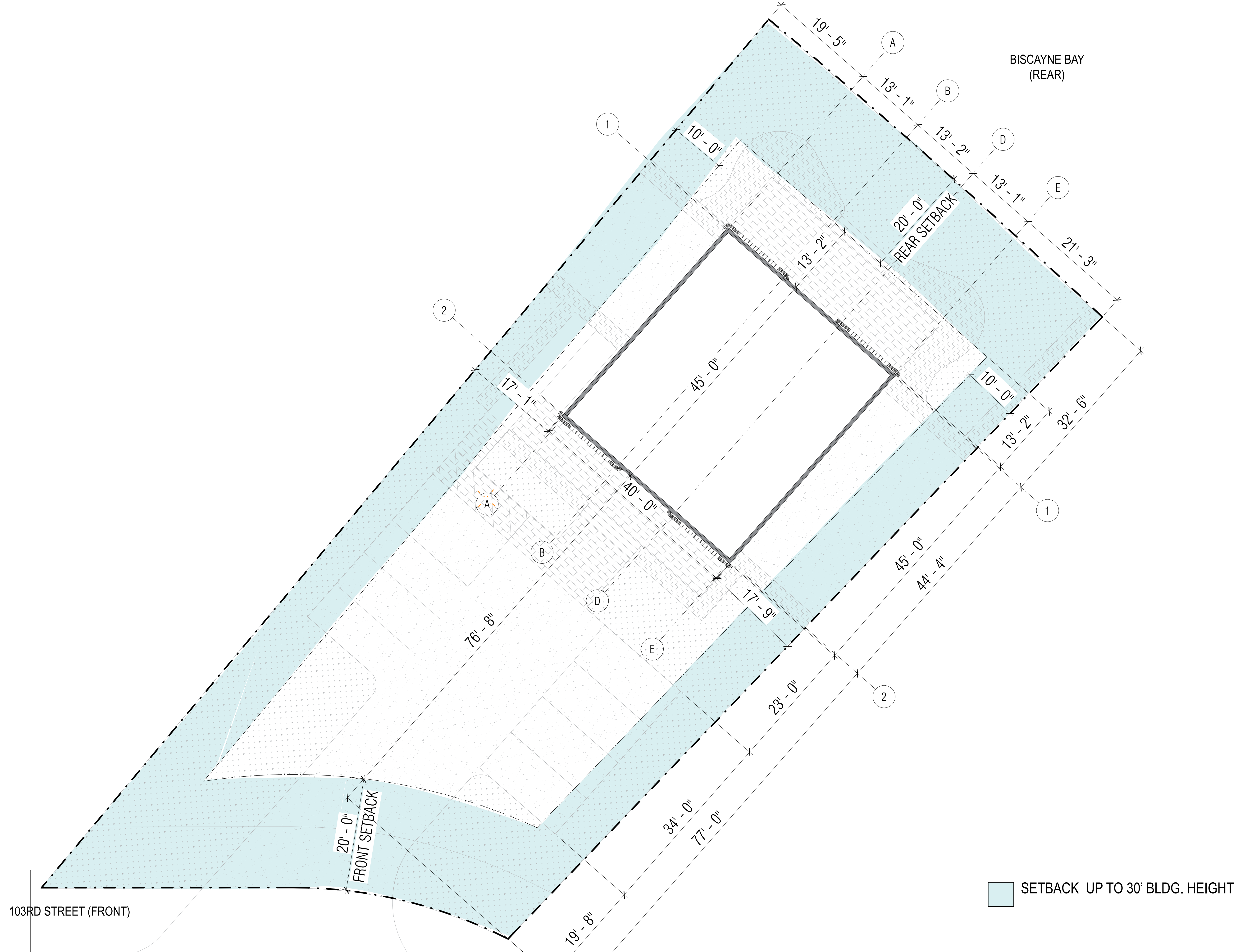
PROVIDED 8 PARKING SPACES



LOT COVERAGE DIAGRAM



OPEN SPACE DIAGRAM





ARQUITECTONICA

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The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands , FL 33154

NORTH ELEVATION

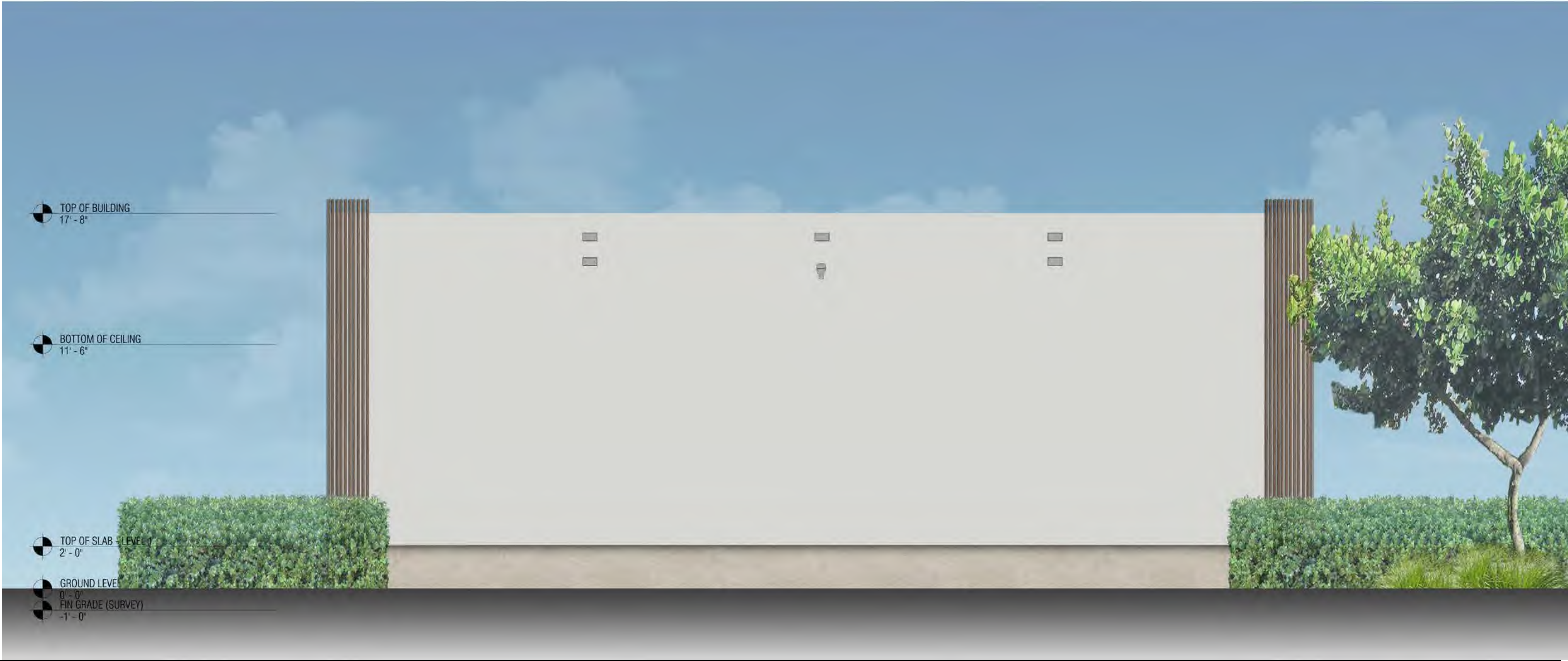


Scale: 3/32" = 1'

DATE:
04.29.2020

A2-01





ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands , FL 33154

EAST ELEVATION



Scale: 3/32" = 1'

DATE:
04.29.2020



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ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands , FL 33154

WEST ELEVATION

0' 10' 20' 30'

Scale: 3/32" = 1'

DATE:
04.29.2020

A2-04

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



Exhibit D



Town of Bay Harbor Islands

Building Department

Certificate of Occupancy

Date Issued: 08/11/2021

Property Address: 10301 East BAY HARBOR Drive, Bay Harbor Islands, FL 33154-1298

Folio Number: 1322270010800

Lot: 1

Block: 4

Plat Book: 46

Page Number: 5

Contractor: Timothy J Wensing CMC Construction, Inc.

CC#: Miami Dade 4568813

Mailing Address: 1550 Biscayne Boulevard Miami, FL 33132

Occupancy Group: B - Business

Sq Ft: 1,853

Type of Construction: Type VB

Description: **Temporary Building and Paved Parking - Sales Center for ONDA Project**

Master Permit Number: B20-000255

Owner: CONGRESS BHN LLC

Owner Address: 181 NEWBURY STREET, 6TH FLOOR
BOSTON, MA 02116 BOSTON MA 02116

The Building Department has been provided with documentation of the as-built lowest floor elevation and is retained in the records of the building department.

Base Flood Elevation: 10.0' AE

Lowest Floor Elevation: 11.02' AE

FBC Edition: FBC 2020 7th Edition

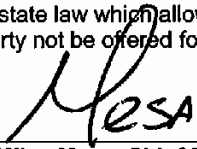
Occupant Load: B1

Automatic Sprinkler System Provided: No

Any Special stipulations and conditions of the building permit: None

This Certificate of Occupancy is issued only upon the express provision that the applicant will comply with all of the Zoning Ordinances and all Ordinances or Building Codes of the Town of the Bay Harbor pertaining to the erection, construction or remodeling of buildings or structures. This also certifies that the electrical, plumbing, mechanical and protection systems have been inspected and approved. The issuance of this Certificate grants permission to occupy and use the property only for the use indicated. Any change in use will require a new Certificate.

This permit was issued under an exception to the state law which allows owners of property to act as their own contractor on one or two family dwellings. The exception requires that the property not be offered for sale or lease within one (1) year after completion.


Mike. Mesa, Chief Building Official

This is a valuable document. Keep it in a safe place.

Exhibit E

VIA E-MAIL

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

RE: Onda Temporary Sales Office Extension

Dear Ms. Lasday,

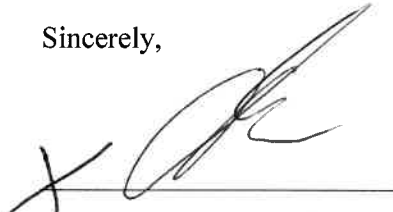
I am writing on behalf of **10301 BAY HARBOR DEVELOPMENT LLC** ("BHD") the owner of the property located at 10301 E Bay Harbor Drive, in Bay Harbor Islands, Florida (the "Property"; folio: 13-2227-001-0800).

BHD has entered into a lease with **B H Investment LLC** ("BHI"), owners of the property located at 1135 103rd Street, in Bay Harbor Islands, Florida for the purpose of allowing BHI to maintain a temporary sales office at the Property.

The temporary sales office at the Property was originally approved by the town council in 2020, but BHD recognizes that an extension is required. Please accept this letter as consent by BHD to allow BHI to proceed with seeking the extension request and approval from the town council to continue the temporary sales office at the Property.

Should you have any questions, please do not hesitate to reach me at 312-914-0224

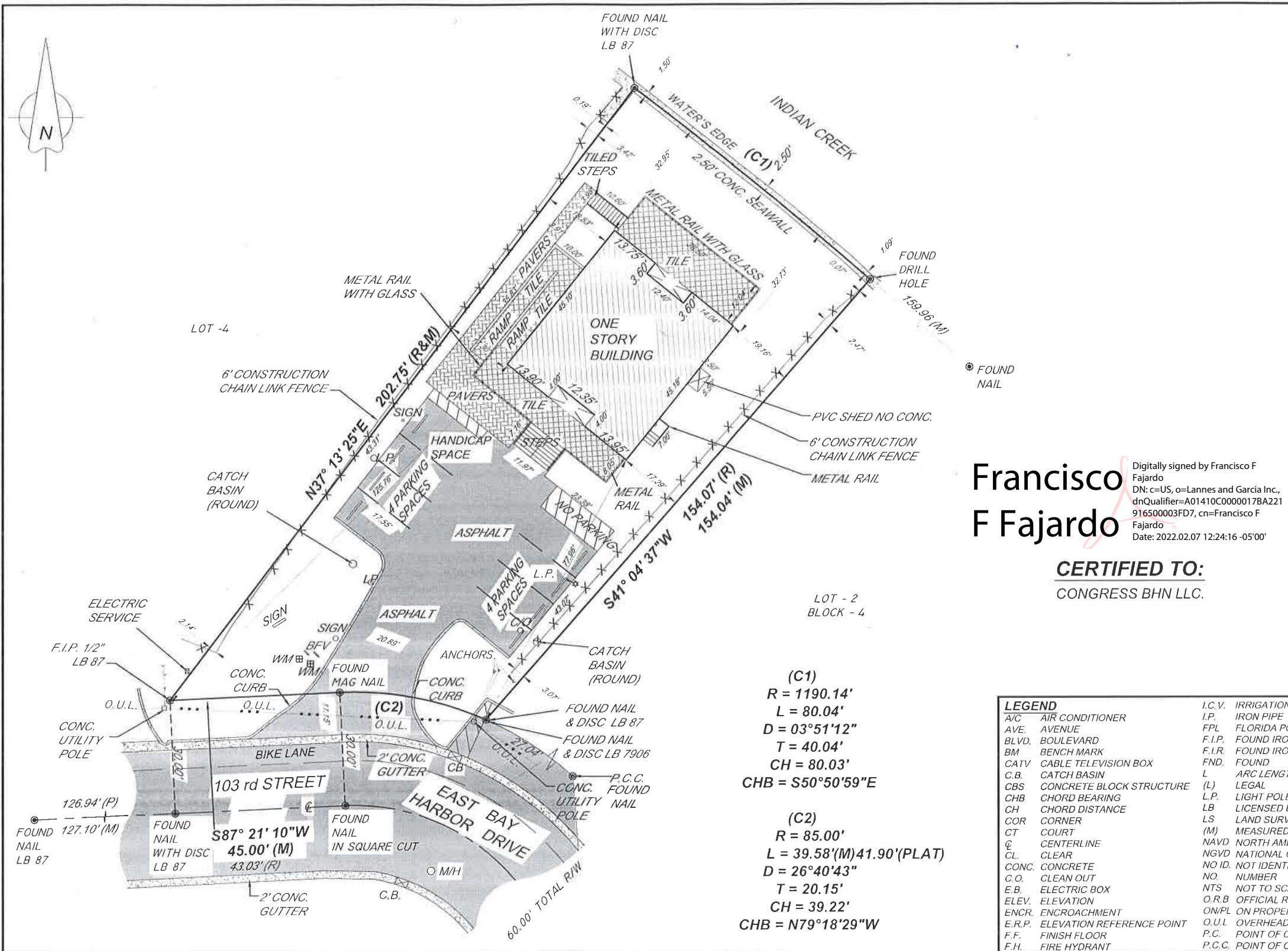
Sincerely,



Manager

10-6-2022

Schedule “C”



Francisco
F Fajardo

Digitally signed by Francisco F Fajardo
DN: c=US, o=Lannes and Garcia Inc., dnQualifier=A01410C00000178A221
916500003FD7, cn=Francisco F Fajardo
Date: 2022.02.07 12:24:16 -05'00'

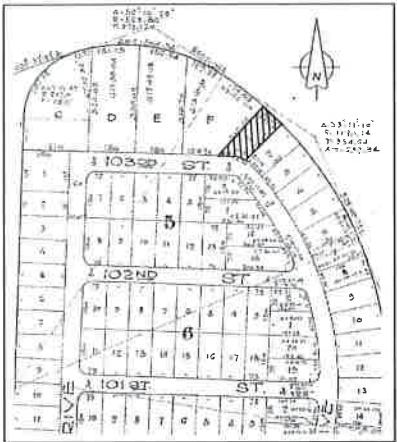
CERTIFIED TO:
CONGRESS BHN LLC.

(C1)
R = 1190.14'
L = 80.04'
D = 03°51'12"
T = 40.04'
CH = 80.03'
CHB = S50°50'59"E

(C2)
R = 85.00'
L = 39.58'(M)41.90'(PLAT)
D = 26°40'43"
T = 20.15'
CH = 39.22'
CHB = N79°18'29"W

LOCATION SKETCH

NOT TO SCALE



LEGAL DESCRIPTION:

LOT 1, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, AT PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) NOT VALID UNLESS SIGNATURE IS EMBOSSED WITH THE REGISTERED LAND SURVEYOR'S SEAL.
- 2) LEGAL DESCRIPTION PROVIDED BY OTHERS.
- 3) PROPERTIES SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PROPERTY PLAT OF RECORD.
- 4) MEASUREMENTS TO WOOD FENCES ARE TO OUTSIDE OF WOOD.
- 5) UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER IMPROVEMENTS, IF ANY, WERE NOT LOCATED.
- 6) ELEVATIONS, IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929.
- 7) FENCE OWNERSHIP NOT DETERMINED UNLESS OTHERWISE NOTED.
- 8) MEASUREMENTS TO WIRE FENCES ARE TO CENTER OF WIRE.
- 9) WALL MEASUREMENTS ARE TO/FROM FACE OF WALL.
- 10) DRAWING DISTANCE BETWEEN WALLS AND/OR FENCES AND PROPERTY LINES MAY BE EXAGGERATED FOR CLARITY.
- 11) FLOOD ZONE INFORMATION WAS DERIVED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INFORMATION RATE MAPS
- 12) BEARINGS IF ANY SHOWN ARE BASED ON PLAT MERIDIAN AT: SOUTHEASTERLY LINE OF SUBJECT LOT= (S41° 04' 37"W)

LEGEND

A/C	AIR CONDITIONER	I.C.V.	IRRIGATION CONTROL VALVE	P.C.P.	PERMANENT CONTROL POINT	W/M	WATER METER
AVE.	AVENUE	I.P.	IRON PIPE	PLS	PROFESSIONAL LAND SURVEYOR	W.V.	WATER VALVE
BLVD.	BOULEVARD	FPL	FLORIDA POWER & LIGHT	PSM	PROFESSIONAL SURVEYOR AND MAPPER	W.U.P.	WOOD UTILITY POLE
BM	BENCH MARK	F.I.P.	FOUND IRON PIPE	PL	PROPERTY LINE		
CATV	CABLE TELEVISION BOX	F.I.R.	FOUND IRON ROD	P.O.B.	POINT OF BEGINNING		
C.B.	CATCH BASIN	FND.	FOUND	P.O.C.	POINT OF COMMENCEMENT		
CBS	CONCRETE BLOCK STRUCTURE	L	ARC LENGTH	P.R.C.	POINT OF REVERSE CURVATURE		
CHB	CHORD BEARING	(L)	LEGAL	P.R.M.	PERMANENT REFERENCE MONUMENT		
CH	CHORD DISTANCE	L.P.	LIGHT POLE	P.T.	POINT OF TANGENCY		
COR	CORNER	LB	LICENSED BUSINESS	R	RADIUS		
CT	COURT	LS	LAND SURVEYOR	(R)	RECORD		
CL	CLEAR	(M)	MEASURED	R.E.	RIM ELEVATION		
CONC.	CONCRETE	NAVD	NORTH AMERICAN VERTICAL DATUM	R/W	RIGHT-OF-WAY		
C.O.	CLEAN OUT	NGVD	NATIONAL GEODETIC VERTICAL DATUM	SAN.	SANITARY		
E.B.	ELECTRIC BOX	NO ID.	NOT IDENTIFIABLE	S.I.P.	SET IRON PIPE		
ELEV.	ELEVATION	NO.	NUMBER	S.I.R.	SET IRON ROD		
ENCR.	ENCROACHMENT	NTS	NOT TO SCALE	ST.	STREET		
E.R.P.	ELEVATION REFERENCE POINT	O.R.B.	OFFICIAL RECORD BOOK	T	TANGENT		
F.F.	FINISH FLOOR	ON/PL	ON PROPERTY LINE	T.B.M	TEMPORARY BENCH MARK		
F.H.	FIRE HYDRANT	O.U.L.	OVERHEAD UTILITY LINES	TEL	TELEPHONE		
		P.C.	POINT OF CURVATURE	TYP.	TYPICAL		
		P.C.C.	POINT OF COMPOUND CURVATURE	U.E.	UTILITY EASEMENT		

SYMBOLS

CONCRETE	CONCRETE
OVERHEAD UTILITY LINES	OVERHEAD UTILITY LINES
WIRE FENCE	WIRE FENCE
WOOD FENCE	WOOD FENCE
PROPERTY CORNER	PROPERTY CORNER
WATER FLOW	WATER FLOW
EXISTING GRADE ELEVATION	EXISTING GRADE ELEVATION
PROPOSED GRADE ELEVATION	PROPOSED GRADE ELEVATION
WATER VALVE	WATER VALVE
SIGN	SIGN
DRAINAGE MANHOLE	DRAINAGE MANHOLE
SANITARY MANHOLE	SANITARY MANHOLE
FIRE HYDRANT	FIRE HYDRANT
LIGHTING FIXTURE	LIGHTING FIXTURE
FIRE DEPARTMENT CONNECTION	FIRE DEPARTMENT CONNECTION

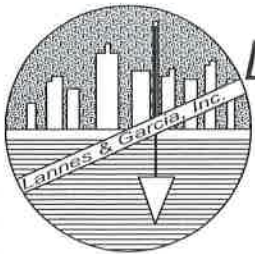
FLOOD ZONE: AE	PROPERTY OF: CONGRESS BHN LLC.
MAP & PANEL = 12086C0144	
COMMUNITY No.: 120637	
SUFFIX: L	
DATE OF FIRM: 09/11/2009	
BASE ELEV.= +9/10 NGVD 1929	
L.F. ELEV. = 11.01 NOTES LOWEST HABITABLE FLOOR ELEVATION.	
ELEVATIONS SHOWN REFER TO N.G.V.D. 1929.	
LOWEST ADJACENT GRADE = 5.10	
B.M.# S-243 ELEV. = 11.77 (MIAMI-DADE COUNTY)	
GARAGE ELEV.= N/A	
E.R.P.= 3.44	



A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND, THAT THE SKETCH HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

FRANCISCO F. FAJARDO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4767.



PROFESSIONAL SURVEYING AND MAPPING
LANNES AND GARCIA, INC.

LB # 2098
FRANCISCO F. FAJARDO PSM # 4767 (QUALIFIER)
4967 SW 75th AVENUE,
MIAMI, FLORIDA 33155
PH (305) 666-7909 FAX (305) 442-2530

FIELD DATE: 02/03/2022 SCALE: 1" = 30' DRAWN BY: TJY DWG. No.: 269141

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 11.

ITEM: Discussion regarding the addition of a Mobile Command Post in the 2023/2024 Capital Improvement Plan. Sponsored by Council Member Stephanie Bruder.

DESCRIPTION:

The item is sponsored by Council Member Bruder to discuss the addition of a Mobile Command Post to the 2023/2024 Capital Improvement Plan, which can be of assistance during hurricanes.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 12.

ITEM: Discussion regarding the requirements of the Design Review Board submittal package.
Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 13.

ITEM: Discussion and Consideration of Possible Action regarding a study of the perimeter of Bay Harbor Islands East Island's Seawall shoreline. Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 14.

ITEM: Consideration and Approval of a request from the Florida League of Cities to designate one Voting Delegate for this year's Annual Business Session, during the 97th Annual Conference from August 10-12, 2023 at the Hilton Orlando Bonnet Creek in Orlando, Florida. Enclosed is correspondence from the Florida League of Cities.

DESCRIPTION:

The Florida League of Cities has requested the Town designate one of the Council Members who will be attending the conference as a voting delegate at the Annual Business Session scheduled for Saturday, August 12, 2023 during the August 10-12, 2023 conference. A response is due by July 31, 2023.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is a \$575 fee for the conference registration, \$199 per night for hotel accommodation at the reserved hotel, plus the cost for travel and meals.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	2023 Voting Delegate Memo
----	---------------------------



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate



97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate.
Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com

AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 15.

ITEM: Consideration and Approval of an extension of the Lease Agreement between the Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed is a copy of the Lease Extension Document.

DESCRIPTION:

Currently, the Town is under a lease agreement with Sunshine Gasoline Distributors, Inc. for gas station services. The lease will expire on July 31, 2023. The item before the council is a lease extension to September 30, 2023.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Lease Extension Agreement SGD Bay Harbor
2.	Gas Station - Tenant Letter to Extend Lease
3.	Sunshina Gasoline - Service Station - 10-2023

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT (the "Agreement") made this _____, **SUNSHINE GASOLINE DISTRIBUTORS, INC., a Florida corporation**, whose business address is 1650 NW 87th Avenue, Miami, Florida 33172 (the "Lessee") and the **TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation** (the "Lessee"). This Agreement shall be effective on the day this Agreement is signed by both Lessor and Lessee.

WITNESSETH

WHEREAS, by that certain Amended and Restated Lease dated on or about August 1, 2008, as amended and/or modified (the "Lease"), Lessor demised and leased unto Lessee a parcel of land situated in the Town of Bay Harbor Islands, County of Miami-Dade, State of Florida more particularly described as: **1501 Broad Causeway, Bay Harbor Islands, Florida 33154 operating as a motor fuel service station and convenience store** (the "Premises"); and

WHEREAS, the Lease is set to expire on July 31, 2023; and

WHEREAS, Lessor and Lessee desire to extend the term of the Lease while actively working on a long term renewal of the Lease; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, and the mutual covenants and promises herein contained, it is hereby agreed that:

1. The Lease term is hereby extended through and including September 30, 2023.
2. This Agreement solely extends the term of the Lease as stated above. All of the terms and conditions of the Lease, as amended and/or modified, are hereby ratified and confirmed by the parties hereto and the same is declared to be a present, valid and subsisting lease covering the premises herein described.
3. Lessor and Lessee further acknowledge that they were each given an opportunity to seek counsel in connection with the negotiation and execution of this Agreement, and have either sought the advice of counsel or voluntarily chosen not to seek the advice of counsel.

[EXECUTIONS AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]

Lessor's Initials: _____

Lessee's Initials: _____

IN WITNESS WHEREOF, the parties hereto have duly signed or caused these presents to be signed the day and year first above written.

<u>LESSEE</u> SUNSHINE GASOLINE DISTRIBUTORS, INC., a Florida corporation	<u>LESSOR</u> TOWN OF BAY HARBOR ISLANDS
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	ATTEST

	Name: _____
	Title: _____
	Date: _____



SUNSHINE
GASOLINE DISTRIBUTORS, INC.

June 30, 2017

Town of Bay Harbor Islands, Town Hall
Attn: Ronald Wasson, Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Sherman & Sherman, P.A.
Bank of America Building
Attn: Craig B. Sherman
2000 Glades Road, Suite 204
Boca Raton, FL 33431

Dear Mr. Wasson,

Please accept this letter on behalf of Sunshine Gasoline to exercise its option for the Lease dated August 1, 2008 for the gas station located at 1501 Broad Causeway, Bay Harbor, FL 33154. This will serve as Sunshine's final extension period. According to our records, the final extension period shall commence on August 1, 2018. Should you have any questions, do not hesitate to contact me at 305-477-5800

Regards,

Sandra Reus
Vice President





APPROVED

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 20.

ITEM: Discussion and possible action requested by Council Member Reid regarding the service station lease. The lease agreement term is for 10 years (signed in Aug. 2008) with a 5 year extension option. Enclosed is a letter from the tenant exercising their option to a 5 year extension.

DESCRIPTION:

At the June 12th, Regular Council Meeting, Council Member Reid requested a future item to discuss the future land use for the service station. The service station is currently on a 10 year lease agreement (signed in August 1, 2008), with a 5 year option to extend.

In accordance with the current lease, Section 3 entitled "Term of lease and Extension", Sunshine Gasoline Distributors Inc. (the tenant) has sent notice that they wish to exercise the option to extend the lease agreement for a another 5 years commencing August 1, 2018.

Enclosed is a letter from Sunshine Gasoline Distributors, Inc. and a copy of the lease agreement.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	Service Station Lease	Gas Station Lease.pdf
2.	Letter - Sunshine Gasoline	Sunshine Gasoline.pdf

AMENDED AND RESTATED LEASE

This Lease (the "Lease") effective August 1, 2008 between the Town of Bay Harbor Islands, a Florida municipal corporation ("Lessor"), and Sunshine Gasoline Distributors Inc., a Florida Corporation; and Maximo Alvarez (collectively "Lessee"), supersedes and replaces the Amended and Restated Lease effective March 1, 1994.

RECITALS

- A. Lessor and S. Wright Services Incorporated ("Wright") entered into a lease dated May 8, 1989 of the Property (described below) which lease was assigned by Wright to Howard Winick ("Winick") by Assignment, Assumption and Release of Lease Agreement dated June 7, 1991 and subsequently assigned to Winick to Lessee by Assignment and Assumption of Leases dated June 1, 1992 and subsequently modified by Amendment to lease dated March 1, 1993.
- B. Lessee has been operating a gasoline service station on the Property since May, 1995.
- C. Lessor and Lessee amended the lease documents and restated its terms as set forth in the Instrument, entitled Amended and Restated Lease, effective as of March 1, 1994.
- D. Lessor and Lessee now desire to execute a new Lease.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties agree as follows:

1. LEASE OF THE PROPERTY. Lessor hereby leases to Lessee the following described property in Miami, Dade County, Florida (hereinafter collectively referred to as the "Property"):

PARCEL A

and

PARCEL B

As set forth on Exhibit "A" attached hereto and incorporated herein.

2. USE. Lessee shall use the Property described as Parcel A for a high class gasoline service station including the sale of other items defined in Section 9.G., below, and for no other purpose. The particularities of the use are more specifically set forth below in this Lease. Nothing shall be built on Parcel B, which parcel shall be used only for beautification purposes and parking. During the term of this Lease, Lessee shall maintain the landscaping on the Property in good condition and in accordance with the specifications drawn on the plans designated BC-41. The area comprising Parcel B may be used by Lessor in common with Lessee for septic tank purposes and subterranean drainage purposes with priority to Lessor for such use as Lessor may need.



3. TERM OF LEASE AND EXTENSION.

- A. This Lease is for a ten (10) year period (the "Lease Term") commencing 12:01 A.M., August 1, 2008 (the "Commencement Date") and ending at midnight on the last day of July, 2018 (the "Termination Date").
- B. Provided this Lease is in full force and effect and provided Lessee is not then in default of any provisions of this Lease, Lessee shall have the option to renew this Lease for one (1) five (5) year term under the same terms, conditions, agreements and provisions as provided herein. Lessee shall exercise such option by delivering written notice to Lessor by certified mail, return receipt requested at least one hundred eighty (180) days prior to the Termination Date.

4. RENT.

- A. The minimum guaranteed annual rental is \$72,840.00 (the "Base Annual Rent") for each of the first two (2) years of the Lease (each year of the Lease being from 12:01 A.M. on August 1, 2008 to midnight on the last day of July of the following year). These sums shall be payable as follows: On the 1st day of each month beginning August 1, 2008, Lessee shall pay to Lessor the sum of \$6,070.00. All government taxes and charges including state and county sales taxes shall be added to the rental sums set forth herein.
- B. The Base Annual Rent shall be increased by six percent (6%) during the term of this Lease (and during the option period if renewed), every two (2) years on the anniversary date of the Commencement Date (the "Adjustment date") commencing on the second (2nd) anniversary of the Commencement Date and continuing on the two (2) year anniversary thereafter.
- C. It is understood and agreed that Lessee's obligation to pay the adjustments in Base Annual Rent or Additional Rent as provided for in this Lease shall, for the purposes of the default provision herein, entitle Lessor to all remedies provided herein and at law or equity on account of Lessee's failure to pay rent.
- D. Any delay or failure of Lessor in computing or billing for adjustments in Base Annual Rent or taxes due under Section 5 shall not constitute a waiver or in any way impair the continuing obligation of the Lessee to pay such adjustments in Base Annual Rent or taxes due under Section 5.

5. SALES, USE AND RENT TAXES, PERSONAL PROPERTY TAXES. Lessee shall pay all sales, use and other taxes imposed by any governmental authorities upon the manufacture, sale, use, transmission, distribution or other process necessary or incidental to the furnishing of sewer, water, electricity and domestic water or other service to the Property. Lessee shall pay before delinquency all personal property taxes and assessments on the furniture, fixtures, equipment and other property of Lessee located in the Property and improvements in the Property belonging to Lessee. Lessee shall also pay all sales taxes assessed by any governmental authority against the Base Annual Rent and additional taxes due hereunder, if applicable, even though the taxing statute or ordinance may purport to impose such sales tax against Lessor. The payment of all sales tax shall be made by Lessee on a monthly basis, concurrently with monthly payment of the Base Annual Rent. Failure to pay these taxes shall constitute a default under the terms of Section 23, below.



6. LESSEE'S PROPORTIONATE SHARE OF TAXES AND ASSESSMENTS. Lessee shall pay to Lessor in each year of the Lease, as Additional Rent, Lessee's proportionate share of all real estate and other ad valorem taxes and assessments of every kind and nature (including, but not limited to, general and special assessments, foreseen as well as unforeseen) with respect to all land, buildings and improvements on the Property. If the tax bills cover not only the Property but other property, Lessor shall make a reasonable allocation between the Property and such other property. The tax payment shall be paid by Lessee in equal monthly installments on the first of each month in such amounts as are estimated and billed for each year of the Lease by Lessor. If the total amount paid for any tax payments made by Lessee shall exceed the amount of payments actually made by Lessor for taxes and assessments, such excess shall be credited by Lessor on subsequent payments to be made by Lessee for such times. If, however, such monthly tax payments shall not be sufficient to pay such items when the same shall become due and payable, then Lessee shall pay to Lessor any amount necessary to make up the deficiency upon written demand from Lessor stating the amount of the deficiency. If the taxes are increased, Lessor may require the monthly tax payment to be increased so that upon receipt of the tax bill, Lessor will have a sufficient sum in escrow to meet Lessee's tax payment obligations under this Lease. Lessor may also require Lessee, upon the execution of this Lease, to fund a sufficient sum of money into the tax escrow to cover Lessee's total tax liability upon Lessor's receipt of the tax bill. Upon the proper termination of this Lease and payment in full of the tax bill for such year, Lessor shall refund to Lessee any credit balance accumulated under the provisions of this paragraph. Lessee shall remain liable to Lessor for any tax increases not included in the escrow amounts for the last year of the Lease Term. No interest or dividends shall be allowed or paid to Lessee on account of such deposits made hereunder and said deposits need not be kept separate and apart from the other funds of Lessor. Failure to pay these taxes and assessments shall constitute a default under the terms of Section 23, below.

7. METHOD OF RENTAL PAYMENT. Rentals are due and payable to Lessor in legal tender of the United States of America at Lessor Town Hall, attention Town Manager, or at such place as Lessor may from time to time designate in writing.

8. IMPROVEMENTS BY LESSEE. Lessee represents and warrants to Lessor that the Lessee has completed the following work:

- A. The removal and replacement, in compliance with all applicable laws, rules and regulations, of all fuel dispensing and storage facilities and equipment, including secondary containment, and Stage II vapor recovery as more particularly described on Exhibit B.
- B. The proper disposal of all replaced equipment and facilities along with any soils or other materials removed in connection with the replacement activities;
- C. The renovation of the station structure and landscaping in accordance with the plans previously agreed to by Lessor, attached here as Exhibit C.

9. USE AND OPERATION OF THE SERVICE STATION.

- A. The service station must remain open every day of the year, including Sundays and Holidays, with an adequate staff. On all days except Sundays and Holidays, the station must be open for business at least from 7:00 A.M. to 9:00 P.M. On Sundays and Holidays the station must be open for business at least from 9:00 A.M. to 5:00 P.M.



- B. The service station must provide a complete line of normal services including, but not limited to, towing, tuneup, wheel alignment, brake service, muffler and exhaust service, air-conditioning service, washing, waxing, polishing and major repairs.
- C. No major repairs to motor vehicles will be done on the Property between 8:00 P.M. and 8:00 A.M. No body work or painting will be done on the Property at any time. Body work includes, but is not limited to, replacement of doors and fenders, rust-proofing, dent removal and repair, and the like.
- D. There must be a minimum of one pump for each grade of gasoline for self-service. In addition, there must be full service pumps to completely serve customers with each grade of gasoline sold.
- E. The service station will provide at least two distinct grades of a nationally recognized brand of gasoline capable of providing for the full requirements of all automobiles: (1) premium unleaded gasoline; and (b) regular unleaded gasoline. The octane rating of such gasoline will be at least equivalent to the standards set by government agencies charged with the responsibility of establishing and maintaining such standard.
- F. The service station will not rent any vehicles of any type, whether motor driven or not, including any U-haul vehicles or trailers.
- G. Lessee shall be permitted to sell to the public no more than ten (10) categories of grocery items, including food and food byproducts which are used for human consumption. No alcoholic beverages shall be sold. It is the intent of the parties that the primary business operation of the Property be a service station and not a convenience store.

10. SECURITY DEPOSIT. Prior to the execution of this Lease, Lessee has deposited with Lessor the sum of \$7,500.00, receipt of which is hereby acknowledged by Lessor, as security for the full and faithful performance by Lessee of all of the terms of this Lease. The security deposit shall be returned to Lessee after the time fixed as the expiration of the term hereof, provided Lessee has fully and faithfully carried out all of the terms, covenants and conditions on Lessee's part to be performed. Lessor shall have the right, but not the obligation, to apply any part of said deposit to cure any default of Lessee, and if Lessor does so, Lessee shall upon demand, deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease. Lessee's failure to pay to Lessor a sufficient amount to restore said security to the original sum deposited within five (5) days after receipt of demand therefor, shall constitute a breach of the Lease.

In the event of a sale of the Property or a lease of the land upon which it stands subject to this Lease, Lessor shall have the right to transfer the security to the buyer or lessee and Lessor shall be considered released by Lessee from all liability for the return of such security and Lessee shall look to the new landlord or lessee solely for the return of the said security and it is agreed that this shall apply to every transfer or assignment made of the security to a new buyer or landlord. The security deposited under this Lease shall not be mortgaged, assigned or encumbered by Lessee or Lessor without the written consent of the other, and any attempt to do so shall be void and a default in this Lease.



11. TERMINATION IF SERVICE IS NOT ADEQUATE. It is a condition of this Lease that the service station be operated and maintained in an efficient and high class manner and as a credit to the standards of the Town of Bay Harbor Islands.

What is "an efficient and high class mariner, and as a credit to the standards of the Town of Bay Harbor Islands" shall be within the sole judgment and discretion of Lessor; provided, however, that its sole judgment and discretion are not arbitrary or capricious. Lessor acknowledges that Lessee's current operation of the gasoline station is consistent with Lessor's high standards. It is the intent of the parties that if Lessor is of the opinion that the operation and maintenance is not as set forth above, no one else's opinion will be substituted for that of Lessor as the standards of Lessor are higher than the normal standards of operation required by the major oil companies, and it is intended that Lessee live up to Lessor's standards. The Lease to Lessee rather than to a major oil company is based on this intent. Failure to so maintain the service and aesthetic appearances of the Property in such manner shall be deemed a default and at the option of Lessor, a ground for termination of this Lease subject to the provisions of Section 23. Should this Lease be cancelled under the provisions of this paragraph, Lessee shall be reimbursed for the cost of improvements made during the first five years of the term hereof but not removed by Lessee at termination of this Lease. The cost shall be reduced by depreciation at the rate of ten percent (10%) per year. Lessor shall have the right from time to time and upon notice to Lessee to inspect the Property to determine compliance with the provisions of this paragraph.

12. APPROVAL OF LESSEE'S SUPPLIER. The supplier of gasoline to Lessee for dispensing on the demised Property must be a major oil company and must be approved in writing by Lessor. CITGO has been submitted by Lessee to Lessor and has been approved. If there is any proposed change thereafter during the term of this Lease, the proposed new major oil company's name shall be submitted to Lessor for approval at least thirty (30) days before any change is contemplated to be made, and is subject to Lessor's reasonable approval.

13. CONSUMER PRICES. Lessee agrees to reasonably meet competitive prices of major oil company service stations in the area in pricing gasoline dispensed from the Property and in performing services on the Property. Meeting competitive prices is defined as prices by Lessee to the consumer within ten percent (10%) of the lowest price in the area market for gasoline and for the particular services involved.

14. DISCOUNT TO LESSOR VEHICLES. Lessee will give a twenty percent (20%) discount on all services to Lessor vehicles, but not on gasoline.

15. ASSIGNMENT OR SUBLEASE. Lessee may not assign, sublet, mortgage or pledge this Lease or any portion of Lessee's interest in the property without the prior written consent of Lessor which consent will not be unreasonably withheld. The consent by Lessor to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include an assignment or subletting by operation of the law and transfer of a controlling interest of stock in Lessee. If this Lease be assigned or the Property or any part thereof be sublet or occupied by anybody other than Lessee, Lessor may collect rent from the assignee, and apply the net amount collected to the rent herein reserved, but no such assignment or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee as tenant, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

Prior to consenting to any assignment or sublease, Lessor shall require a full financial report and service station experience and investigation of the assignee or sublessee including, but not limited to, financial statements, tax returns, credit investigations, prior experience reports and investigations (in operating service stations of this type) together with similar reports and investigations of the principal officers, directors or partners of any assignee or sublessee, as the case may be. Lessor may refuse to consent to an assignment or sublease if Lessor is not satisfied with the credit, financial status or service station experience of the assignee, sublessee or any of its officers, directors or partners. Lessor's refusal to consent to any such assignment or sublease shall not be deemed unreasonable if Lessor is dissatisfied with any of the foregoing. Lessee agrees, further, that Lessor shall not be liable to Lessee or anyone else for any refusal to consent to any such assignment or sublease consistent with the terms of this paragraph. Lessor agrees, however, that within ten (10) days after Lessor notifies Lessee in writing of its refusal of any assignment or sublease, Lessee may notify Lessor in writing of Lessee's intention to enter into the assignment or sublease notwithstanding Lessor's prior disapproval. In this event and as Lessee's sole and exclusive recourse and remedy to Lessor's refusal to consent to the assignment or sublease, Lessor agrees to submit to arbitration to be conducted by the American Arbitration Association and under said Association's rules governing commercial arbitration or before any other mutually agreeable arbitrators. Both Lessee and Lessor agree to be bound by the decision of any arbitrators with respect to whether Lessor acted unreasonably in refusing to consent to the assignment or sublease by Lessee. Lessee agrees, however, that no liability will be imposed on Lessor if the arbitrators vote in favor of any assignment or sublease after Lessor has refused to consent to same. The prevailing party shall be entitled to costs and reasonable legal fees, as determined by a court of competent jurisdiction, resulting from any arbitration, and the same shall be due and payable within thirty (30) days after a final decision.

16. PERSONAL SERVICES. Lessee agrees that the overall supervision of the management and operation of the service station shall be performed by Maximo Alvarez or a qualified manager having at least five (5) years experience as a manager of a service station, who shall be personally present on a full-time basis (i.e., forty (40) hours per week minimum to be in charge of day-to-day operations and management of the service station).

17. CREDITS FOR CERTAIN TAXES LEVIED BY LESSOR. Lessee shall be entitled to a credit, at the end of each year of this lease, for the total amount paid by Lessee for taxes levied or assessed, if any, by Lessor against any building or personal property of Lessee situated on the Property and used in conjunction with the operation of the Property or for any license or privilege tax imposed by Lessor in conjunction with Lessee's operations conducted on the Property.

18. MAINTENANCE AND RETURN OF PROPERTY IN GOOD CONDITION. Lessee, at its own expense, will keep the Property in good state of repair and clean condition at all times during the term hereof, including responsibility for all capital expenditures relating to repair and maintenance of the building and underground fuel tanks and any related facilities. Lessee will comply with any and all applicable laws or regulations of any governmental authority including Lessor, and will use the Property for lawful purposes at all times, and will return to Lessor at the expiration of this Lease, except as provided in Section 20, below, all of the Property together with any and all improvements thereon, whether or not made by Lessee during the term hereof, in good condition and state of repair, ordinary wear and tear excepted. If Lessee fails to adequately maintain the Property, including but not limited to, all landscaping around the service station and all improvements on Parcel A, the same shall constitute a default hereunder. In addition, Lessor shall have the right, but not the obligation, to maintain all or any portion of the Property if Lessee fails to do so to the sole and exclusive satisfaction of Lessor and any costs or expenses suffered by Lessor shall be reimbursed by Lessee to Lessor due and payable within five (5) days of written



demand therefor.

19. NOTICES UNDER THIS LEASE. All notices provided for under this Lease shall be in writing and mailed to Lessor whose address is Town Hall, Town of Bay Harbor Islands, Florida 33154, Attention: Town Manager, and a copy to the Town Attorney, who currently is Craig B. Sherman, Esq., or at such other place or places as their parties may designate in writing from time to time, and to Lessee at 1101 North 16th Court, Hollywood, Florida 33020.

20. DISPENSING EQUIPMENT. Lessee shall own and, at its own expense, furnish, maintain and replace the necessary storage and dispensing equipment for the proper and convenient operation of a service station on the Property. Lessee, at any time during the term hereof, shall have the right to change and replace the same, whether or not the said equipment or any part thereof be embedded in the soil or affixed to the realty in accordance with applicable law. Unless Lessor agrees otherwise in writing, at the expiration for the Lease, Lessee shall promptly and properly remove all storage and dispensing equipment provided that Lessee shall repair any damage to the Property caused by such removal and provided further, Lessee shall provide documentation evidencing that the equipment was properly removed and disposed of in accordance with all applicable Legal Requirements. Lessee shall also undertake any necessary remediation of the Property in connection with the removal of the dispensing equipment at Lessee's sole cost and expense. Lessee shall not change, replace or remove any buildings or permanent structural improvements to the Property, unless Lessor agrees otherwise in writing.

21. FIRE AND CASUALTY INSURANCE. Throughout the term of this Lease, Lessee shall keep the buildings and equipment on the Property insured for their full insurable replacement value against loss or damage by fire or by risks insured under extended coverage at its own expense by insurance companies authorized to do business in Florida and acceptable to Lessor. The said policy or policies of insurance shall name Lessor as an additional insured so that any claim for any loss or damage under any policy shall be in favor of Lessor and Lessee as co-insured, or, at Lessee's option, Lessee may provide the aforementioned insurance coverage under Lessee's usual scheduled policies furnishing Lessor satisfactory evidence of such coverage. Any proceeds or claim for such loss or damage during the term of this Lease shall be used exclusively for the purpose of restoring and repairing the Property or any improvements or equipment thereon. It shall be the obligation of Lessee to keep and maintain the buildings and improvements herein referred to in good condition and state of repair at all times, including capital repairs, during the term of this Lease or any renewal hereof irrespective of the amount of insurance coverage maintained by Lessee and irrespective of how damage may occur to the buildings and improvements. In case of damage to the building and improvements including ordinary wear and tear, Lessee shall promptly commence to make repairs to rebuild and restore the damaged buildings and equipment and such work or renovation or restoration and repair shall be carried through continuously to completion as promptly as may be done to the end that the buildings and all equipment after such damage shall be restored to a state of having not less than the same value, use and function as existed prior to such damage. Lessee shall demonstrate coverage for the building on the Property through a policy issued by the Florida Windstorm Underwriting Association or similar insurer. Lessor shall be named as Loss Payee.

22. LIABILITY INSURANCE. Lessee will keep and maintain, at its own expense, during the term of this Lease, full and complete comprehensive public liability insurance with limits of not less than \$1,000,000 in respect to injuries to or death of any one person, and not less than the total aggregate sum of \$2,000,000 in respect to injuries to or death of persons in any one accident, and in an amount of not less than \$1,000,000 for damage to property, which policies will name Lessor as an additional insured. The insurance referred to in this paragraph will be in a company or



companies approved by Lessor. Lessee understands that Lessor shall schedule such policies as an underlying insurer under Lessor's umbrella liability policy. Lessee agrees that any additional premium incurred by Lessor as a result of scheduling such policies under Lessor's umbrella liability policy shall be the obligation of Lessee and payable to Lessor upon delivering of a bill therefor to Lessee. Lessee shall be required to provide evidence of garagekeepers liability relating to the repair shop operations and evidence of Workers' Compensation coverage for all personnel involved in the gasoline and repair operations.

23. DEFAULT. If Lessee defaults in the payment of rent or any taxes provided herein on the day the same becomes due and payable, and such default shall continue for ten (10) days after written notice by Lessor delivered to Lessee by certified mail, or in case Lessee shall fail to perform or observe any of the terms or provisions under this Lease other than with regard to the payment of rent or Additional Rent, and such default shall continue for a period of thirty (30) days after written notice of the same has been given by Lessor to Lessee by certified mail, return receipt requested, specifying the default complained of, during which period of time Lessee shall have the opportunity to cure such default complained of, then in either of such events, Lessor, at its election, may reenter upon said Property and the buildings and improvements thereon on any part thereof and avail itself of any of Lessor's remedies provided for by Florida law including acceleration of any rent due hereunder and/or termination of this Lease. Such remedies of Lessor shall not be deemed to be exclusive remedies of the Lessor. Lessee agrees upon the termination of the Lease, Lessee will surrender and deliver up said Property, real and personal, peaceably to Lessor upon the effective date of the termination. If Lessee shall hold the said Property or any part thereof one day after the same should be surrendered according to the terms of this Lease, Lessor shall be required to pay rent at 200% of current rent and Lessor shall have all the remedies available to it under Florida law and the terms of this Lease for the removal of Lessee and the ability to recover any damages suffered by Lessor arising from the wrongful holding over of Lessee.

24. ADEQUATE EMPLOYEES AND STOCK TO BE KEPT. Lessee agrees that during the term of this Lease, it will keep an adequate and competent group of employees to handle the business of the service station and will keep a full stock of gasoline, supplies and merchandise as are customarily kept in a well-operated gasoline service station business.

25. BANKRUPTCY. If Lessee shall file a voluntary petition in bankruptcy, or shall be adjudged a bankruptcy, or shall make an assignment for the benefit of creditors, or should there be appointed a receiver to take charge of the Property or any part thereof in any court, then in any of such events, Lessee shall be deemed in default under this Lease and Lessor may, at its option, terminate this Lease and reenter the Property, and Lessee shall thereupon become a tenant at sufferance. In the event of any default in any provision of this Lease, Lessor shall have the option to declare the entire rent and any Additional Rent for the balance of the term as due and payable forthwith, based upon the minimum rental guaranteed under the terms of this Lease, and may proceed to collect the same by distress or otherwise. Thereupon, the term shall be terminated and the exercise of such remedy by Lessor shall be deemed to be cumulative, not exclusive of any remedy sought by Lessor for possession of the Property.

26. INDEMNIFICATION. Lessee hereby indemnifies and saves harmless Lessor from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease for any personal injury, loss of life and damages to persons or property sustained in, on or about the Property, by reason or as a result of Lessee's occupancy thereof, or violation by Lessee of any legal requirements as defined in Section 33 below, and from and against all costs, counsel fees, expenses and liabilities occurred in and about the defense of any such claim and the investigation thereof. Compliance with the liability insurance requirement of Section



22 shall not relieve Lessee of the obligations of this Section 26. It is the parties' intention that this indemnification apply from the date Lessee first occupied the Property.

27. ATTORNEYS' FEES. In any action concerning, arising out of, or relating to this Lease including actions to collect the rent or Additional Rent hereunder, and actions for declaratory judgment under Chapter 86, Florida Statutes, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in all courts, trial and appellate.

28. PARKING AREAS. Lessee shall have a nonexclusive license to the use of parking areas designated as Parcel B, all as shown on the sketch attached hereto. Said parking areas shall be kept paved and maintained in good condition by Lessee at Lessee's sole cost and expense through the term of this Lease. The license terminates with the termination of this Lease.

29. CONSTRUCTION, IMPROVEMENT, RENOVATIONS. The parties acknowledge and agree that Lessor has already and may at any time in the future, commence construction, improvements or renovation on the Broad Causeway, Toll Plaza and Service Station area or install a new bridge. The parties agree and acknowledge that Lessor shall have no liability of any nature to Lessee for any business interruption, loss of profits or interference of any nature with Lessee's business because of said construction, improvements or renovations. Provided, however, if Lessee is required to close its business completely and is unable to conduct any business at all because of any act of Lessor as described in this paragraph, then the monthly rent shall be reduced on a per diem basis for each day Lessee is closed.

30. TERMINATION.

- A. If by reason of any prohibitory or restrictive federal or state statute, county ordinance, judgment, court ruling or administrative ruling, Lessor or Lessee is prevented from using or occupying the Property, the Lease will be terminated forthwith upon such use being declared illegal, and neither party will have any future liability under this Lease except for liabilities which have been incurred up to the point of termination. The provisions of this paragraph shall apply regardless of whether Lessor or Lessee or both are subject to the statutes, ordinances, judgments, court rulings or administrative rulings, referred to above.
- B. This Lease may also be terminated and if Lessor decides to reconstruct, renovate, replace or repair the bridge, the Toll Plaza or service station area and if as a result of such renovation, etc., the Property can no longer be used for a service station. In that event, Lessor shall give Lessee twelve (12) months' advance written notice of its intention to terminate this Lease. Upon the effective date of the termination of this Lease, Lessee shall immediately deliver occupancy and possession of the leased Property to Lessor. In such event, Lessor shall give Lessee a right of first refusal or the right to match the prevailing bid, if such bidding is required by applicable law, to operate a service stations should the Lessor desire to use its property for such activities during the term of the Lease and option, provided Lessee is not in default at the time.

31. NO WARRANTIES BY LESSOR AS TO CONDITION OF PROPERTY. Lessor makes no warranties express or implied as the condition of the Property or any improvements thereon.



32. HAZARDOUS MATERIALS.

A. Lessee shall:

- (1) neither cause nor permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all Legal Requirements;
- (2) neither cause nor permit a release of Hazardous Materials onto the Property or any other property as a result of any intentional or unintentional act or omission on the part of Lessor;
- (3) comply with all applicable Legal Requirements related to Hazardous Materials and within three (3) days provide Lessor notice of any notice inquiry, violation, discharge or suspected discharge in any way related to the Property or the operation of the service station.
- (4) timely conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions on, from or affecting the Property in accordance with such applicable Legal Requirements and to the satisfaction of Lessor;
- (5) upon the expiration of the Lease, deliver the Property to Lessor free of all hazardous material; and
- (6) defend, indemnify and hold harmless Lessor and Lessor's employees and other agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of any kind or nature, known or unknown, contingent or otherwise (including, without limitation, accountants' and attorneys' fees, including fees for the services of paralegals and similar persons, consultants' fees, investigation and laboratory fees, court costs and litigation expenses at the trial and all appellate levels), arising out of, or in any way related to (1) the presence, disposal, release or threatened release of any Hazardous Materials which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise; (b) any personal injury, including wrongful death, or damage to property, real or personal, arising out of or related to such Hazardous Materials; (c) any lawsuit brought, threatened or settled by Legal Authorities or other parties, or ordered by Legal Authorities, related to such Hazardous Materials; and/or (d) any violation of Legal Requirements related in any way to such Hazardous Materials, all except as may be related to the existing contamination as more fully discussed in Section 33.

B. As used in this section the following terms shall have the meanings set forth below.

- (1) **"Hazardous Materials":** Any flammable, explosive, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances,



pollutants, contaminants or related materials as defined currently or in the future under any Legal Requirements including, without limitation, the following statutes and the regulations promulgated under their authority: (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*); (b) the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, *et seq.*); (c) the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901, *et seq.*); (d) Chapter 376, Florida Statutes, as amended; and (3) Chapter 24 of the Code of Metropolitan Dade County, as amended.

- (2) "Legal Authority": Any domestic or foreign federal, state, county, municipal or other government, governmental department, commission, board, bureau, court, agency or instrumentality having jurisdiction or authority over Lessor, Lessee and/or all or any part of the Property.
- (3) "Legal Requirement": Any law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, registration or other direction or requirement of any Legal Authority, which is now or in the future applicable to the Property, including those not within the present contemplation of the parties.

- C. The provisions of this Section 32 shall survive the expiration or termination of this Lease.

33. EXISTING FUEL SPILL REMEDIATION. The Lessee and Lessor acknowledge that there is existing contamination at, on and under the Property as more particularly described in the Remedial Action Plan dated February 11, 1994 and related documents prepared by Clark Engineers-Scientists, Inc. Without waiving any claims either party may have against the other with regard to contamination at the Property, the Lessor and Lessee have cooperatively submitted Florida Petroleum Liability and Restoration Insurance Program ("FPLRIP") Claims to the Florida Department of Environmental Protection ("DEP") for coverage for the existing contamination and the site has been determined eligible for state restoration funding under FPLRIP. The parties agreed that Lessee would be designated as the "person responsible for conducting site rehabilitation" and the parties further cooperated with one another to obtain their respective reimbursement of costs incurred under FPLRIP. The parties agree that the reimbursement process has been completed to their mutual satisfaction and waive any claims against each other with respect to costs which may have been covered under the Reimbursement Program. As to further remediation activities, Lessee shall have the right to designate a "qualified contractor" and shall have the duty to complete cleanup as may be required by DEP or the Dade County Department of Environmental Resource Management ("DERM") in accordance with the DEP's Preapproval Program and shall provide Lessor with copies of all documents submitted to DERM or DEP relating to the remediation. In the event remediation is necessary beyond the scope of the FPLRIP coverage, Lessee shall be solely responsible for the costs of such assessment and remediation activities.

34. ADDITIONAL INSURANCE REQUIREMENTS. Throughout the term of this Lease Lessee shall insure that the Property qualifies for coverage under the Florida Petroleum Liability and Restoration Insurance Program ("FPLRIP"), any successor program or through another allowable mechanism in order to provide the scope and liability of coverage required by state and federal law. Lessee shall also insure that Lessor is named as an additional insured on all applicable insurance policies. Lessee shall annually, at the beginning of each Lease Year, provide evidence to Lessor of such coverage. Failure to continuously provide such coverage shall be a default under

this Lease. Lessee shall maintain and provide evidence of financial responsibility for petroleum storage systems at the Property in a form and manner in compliance with federal and state laws and regulations, and limits of at least \$3 million/incident and \$5 million aggregate shall be provided. Lessor shall be named as an Additional Insured under the policy.

35. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ATTEST:


Name: Marlene Marante, Town Clerk

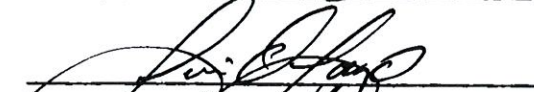
LESSOR:

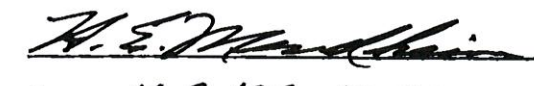
TOWN OF BAY HARBOR ISLANDS

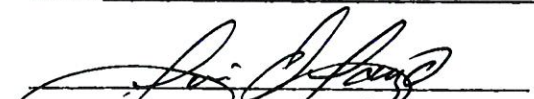
By: 
Name: Peter G. Lynch, Mayor

WITNESSES:


Name: H. E. MENDHEIM

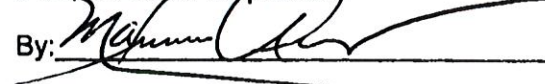

Name: Peter Lago


Name: H. E. MENDHEIM


Name: Peter Lago

LESSEE:

SUNSHINE GASOLINE DISTRIBUTORS,
INC., a Florida Corporation

By: 
MAXIMO ALVAREZ, President

(Corporate Seal)

By: 
MAXIMO ALVAREZ, Individually

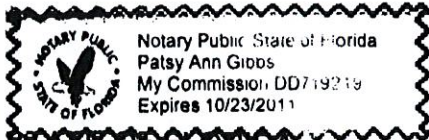
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing was signed and acknowledged before me this 23rd day of August, 2008, by Marlene Manate and Peter G. Leavelle, respectively, the Mayor and Town Clerk of the Town of Bay Harbor Islands. They are personally known to me or who have produced _____ and _____ as identification.

WITNESS my hand and seal this 5th day of August, 2008.

Patsy A. Gibbs
Notary Public Patsy A. Gibbs

My commission expires: 10/23/2011



STATE OF FLORIDA
COUNTY OF BROWARD Miami Dade

The foregoing was signed and acknowledged before me this 23rd day of July, 2008, by Maximo Alvarez, individually and as President of Sunshine Gasoline Distributors, Inc., on behalf of the corporation and by Maximo Alvarez, individually. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and seal this 23rd day of July, 2008.

Michael S. Cummins
Notary Public

My commission expires

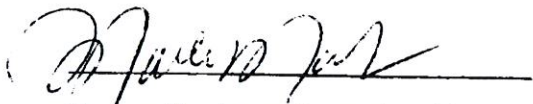


ADDENDUM TO AMENDED AND RESTATED LEASE

On August 14, 2000, the Town of Bay Harbor Islands, a Florida municipal corporation ("Lessor") and Sunshine Gasoline Distributors, Inc., a Florida corporation, and Maximo Alvarez (collectively "Lessee") entered into an Amended and Restated Lease (the "Lease") effective March 1, 1994, of Property in Miami, Dade County, Florida, more specifically described in Exhibit "A" of the lease. Now therefore in consideration of the mutual covenants and promises contained herein, the parties agree to amend the Lease as follows:

1. Section 21 is amended to require that Lessee demonstrate coverage for the building on the Property through a policy issued by the Florida Windstorm Underwriting Association or similar insurer with. Lessor named as Loss Payee.
2. Section 22 is amended to require that Lessee shall be required to provide evidence of garagekeepers liability relating to the repair shop operations and evidence of Workers' Compensation coverage for all personnel involved in the gasoline and repair operations.
3. Section 34 of the Lease is amended to require that Lessee maintain and provide evidence of financial responsibility for petroleum storage systems at the Property in a form and manner in compliance with federal and state laws and regulations, kept that limits of \$3 million/incident and \$5 million aggregate shall be provided. Lessor shall be named as an Additional Insured under the policy.
4. Section 35 of the Lease is deleted.

ATTEST:


Name: Marlene Marante, Town Clerk

LESSOR:

TOWN OF BAY HARBOR ISLANDS

By: 
Name: Peter G. Lynch, Mayor

WITNESSES:


Name: H.E. MENDHEIM


Name: Peter G. Lynch

LESSEE:

SUNSHINE GASOLINE DISTRIBUTORS,
INC., a Florida Corporation

By: 
MAXIMO ALVAREZ, President

(Corporate Seal)

WITNESSES:

By: _____

Name: _____

MAXIMO ALVAREZ, Individually

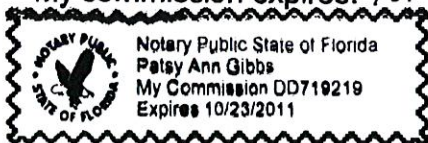
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing was signed and acknowledged before me this 5th day of August, 2008, by Marlene Marante and Peter G. Lynch, respectively, the Mayor and Town Clerk of the Town of Bay Harbor Islands. They are personally known to me or who have produced _____ and _____ as identification.

WITNESS my hand and seal this 5th day of August, 2008.


Notary Public Patsy A. Gibbs

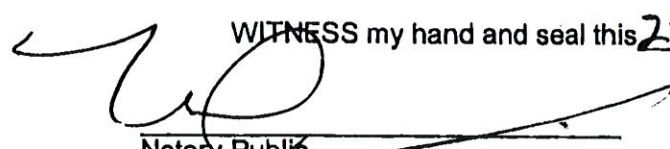
My commission expires: 10/23/2011



STATE OF FLORIDA
COUNTY OF BROWARD Maximo Alvarez

The foregoing was signed and acknowledged before me this 23rd day of July, 2008, by Maximo Alvarez, individually and as President of Sunshine Gasoline Distributors, Inc., on behalf of the corporation and by Maximo Alvarez, individually. He is personally known to me or who has produced _____ as identification.

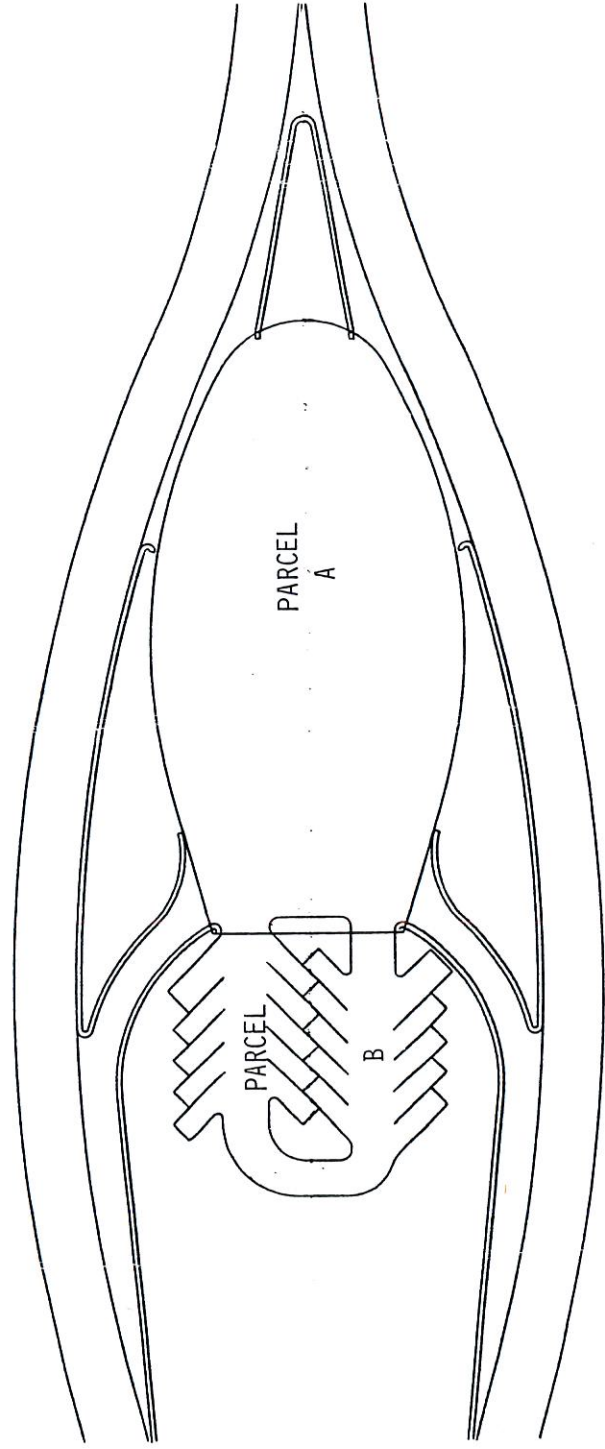
WITNESS my hand and seal this 23rd day of July, 2008.


Notary Public

My commission expires:



Handwritten signature or initials.



AGENDA ITEM REPORT

June 14, 2023

ITEM NUMBER: 16.

ITEM: Discussion regarding penalties for noncompliance with Hurricane Preparedness regulations. Sponsored by Council Member Stephanie Bruder.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None