

TOWN OF BAY HARBOR ISLANDS

June 12, 2017

AGENDA

STATEMENT OF DECORUM

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

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL

SPECIAL PRESENTATION:

1. Student of the Year Awards

Ruth K. Broad K-8 Center - Hannah Hurwitz
Nautilus Middle School - Cole Vita
Miami Beach Senior High School - Helena Epstein
2. Legislative Report - State Representative Joseph Geller

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

3. Report from Hardesty & Hanover Engineering of the Inter Coastal Water Bridge (ICW) for the renovations and repairs.

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

4. Request from the Florida League of Cities to designate one official to be the voting delegate for this year Annual Business Session. Enclosed find correspondence from the Florida League of Cities.

STAFF RECOMMENDATION: Council Discretion

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:

5. **Review** of Citizen's Committee's assignments and appointments / re-appointments of Committee Members for the term 2017-2019. Enclosed find a list of the current committee members that seek re-appointments and new residents seeking appointment.

STAFF RECOMMENDATION: Council Discretion

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

6. **Approval** of the March 13, 2017, Regular Council Meeting Minutes.
7. **Consideration** and **Approval** of a Resolution requested by Mayor Leonard to work in collaboration with the Village of Bal Harbour, Town of Surfside, and the City of Sunny Isles Beach to fund a Hybrid Skate Park and Pumptrack to be located in Haulover Park. The Town's contribution to the project would be \$50,000. Enclosed find the proposed resolution, proposed design and supporting documents.
8. **Approval** of a resolution authorizing the Town Manager to sign an agreement with the Florida Department of Transportation to maintain a beautification project along a section of (SR) 922, Kane Concourse, in the area abutting the Monarch Project. Enclosed find a copy of the agreement and resolution.
9. **Approval** to carry forward \$50,000 in appropriations from the 2015-2016 fiscal year into to the 2016-2017 fiscal year. Enclosed find a memorandum from Alan Short, Finance Director.
10. **Approval** of an inter-local agreement between the Town of Bay Harbor Islands and Miami-Dade County for the identification and control of pollutant discharges from municipal storm sewer systems (Permit No. FLS000003). The cost impact to the Town is \$4,043.00. Enclosed find a copy of the proposed agreement.
11. **Approval** of a Mutual Aid Agreement between the City of North Miami, Police Department and the Town of Bay Harbor Islands, Police Department. Enclosed find a copy of the proposed agreement.
12. **Approval** of a Mutual Aid Agreement between the City of Aventura, Police Department and the Town of Bay Harbor Islands, Police Department. Enclosed find a copy of the proposed agreement.
13. In accordance with Section 2-1.3 of the Town Code, the Town Manager requests **approval** of an expenditure in the amount of \$8,443 in favor of DevonAir Mechanical, Inc. for the emergency replacement of the A/C compressor at the Community Center.
14. **Consideration** and **Approval** of a charity donation requested by Council Member Fuller in the amount of \$1,000 to the Love Fund in memory of Officer Craig Rupp (Officer Rupp was Chief Sean Hemingway former partner on the force at the City of Pembroke Pines)
15. **Consideration** and **Approval** requested by Mayor Leonard of a scholarship award in the amount of \$500 to the Bay Harbor Islands Police Explorer Academy.

16. **Consideration** and **Approval** requested by Mayor Leonard of scholarship award in the amount of \$500 to the Pompano Beach Police Explorer Academy in memory of Officer Scott Winters.

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

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

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

STAFF RECOMMENDATION: Approval

POLL VOTE

DEFERRED ITEMS:

18. **Discussion** and **possible action** requested by Mayor Leonard of a proposal by Florida International University in the amount of \$12,988 to perform a study for the creation of an Interlocal Shuttle Bus System between the Town of Bay Harbor Islands, Bal Harbour Village and the Town of Surfside. Enclosed please find a proposal from the Florida International University to assist the three municipalities in coordinating a unified shuttle bus system.

STAFF RECOMMENDATION: Approval.

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

19. **Consideration** and **Approval** of a private Transfer of Development Rights (TDR) transaction for one (1) dwelling unit from Southern Star Condominium Association (9260-9280 Bay Harbor Terrace) to Atlantis 103, LLC (10281 West Bay Harbor Drive). Enclosed please find a copy of the application, contract, site plans and other supporting documents.

STAFF RECOMMENDATION: Approval

20. **Consideration** and **Approval** of a private Transfer of Development Rights (TDR) transaction for five (5) dwelling units from Bay Harbor TH1, LLC (9870-9890 East Bay Harbor Drive) to Atlantis 103, LLC (10281 West Bay Harbor Drive). Enclosed please find a copy of the application, contract and supporting documents.

STAFF RECOMMENDATION: Approval

21. **Report** from staff requested by the Town Council regarding possible locations for a memorial to honor former Bay Harbor Islands Elected Officials. At the February Council Meeting the Town Council asked staff to come back with options for a way to recognize former deceased Council Members for their contributions to the Town. Staff recommends a memorial at Town Hall and has attached several options.

STAFF RECOMMENDATION: Council Discretion

22. **Consideration and Approval** of a contract award to Custom Tree Care, Inc. for disaster debris management services. The services would only be used if needed in the event that the Governor declares a State of Emergency. Enclosed find a memorandum from Assistant Manager J.C. Jimenez and supporting documents.

STAFF RECOMMENDATION: Approval.

23. **Consideration and Approval** of award of contract to General Asphalt for the resurfacing of roadways in the West Island, south of 96th Street in the amount of \$119,905.00. Enclosed find a copy of the proposal.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

24. **Discussion** requested by Council Member Reid regarding dedicating memorial bench plaques to those Council Members who have died in office at one of the town's park.
25. **Discussion** requested by Council Member Reid regarding a possible Charter amendment for the Election of the Town Mayor. Enclosed find a copy of Section 2.02 of the Charter.
26. **Discussion** requested by Council Member Salver and Council Member Fuller to implement a resident decal identification system to identify residents on the East and West Islands.
27. **Discussion** requested by Council Member Salver regarding the current parking plan for constructions sites in the Town. Enclosed please find a copy of Section 5-5 of the Town Code.
28. **Discussion** requested by Council Member Fuller to possibly use the vacant lot located at 95th Street and West Bay Harbor Drive as an amphitheater for the Town's Outdoor Movie Nights.

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

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

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 3.

ITEM:

Report from Hardesty & Hanover Engineering of the Inter Coastal Water Bridge (ICW) for the renovations and repairs.

DESCRIPTION:

Hardesty & Hanover will provide a presentation on the Bridge renovations and repairs.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 4.

ITEM: Request from the Florida League of Cities to designate one official to be the voting delegate for this year Annual Business Session. Enclosed find correspondence from the Florida League of Cities.

DESCRIPTION:

The designated voting member will cast their votes at the annual business session that will determine the direction of the league. The 91st Annual Conference is schedule to be held on August 17 through 19, 2017 at the World Center Marriot, Orlando.

Last year designated voting delegate was Council Member Isaac Salver.

Enclosed find the correspondence received by the Florida League of Cities for the request.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	FLC Voting delegate request	FLC Voting delegate request .pdf
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301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director 

DATE: May 22, 2017

SUBJECT: 91st Annual FLC Conference
VOTING DELEGATE INFORMATION
August 17-19, 2017 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 17-19. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of 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 for 2016.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 14, 2017.**

Attachments: Form Designating Voting Delegate

**91st Annual Conference
Florida League of Cities, Inc.
August 17-19, 2017
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 requires that each municipality select one person to serve as the municipalities 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.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Important Dates

May 2017

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2017

Appointment of Resolutions Committee Members

July 12th

Deadline for Submitting Resolutions to the League office

August 17th

Policy Committee Meetings
Voting Delegates Registration

August 18th

Resolutions Committee Meeting

August 19th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 5.

ITEM: Review of Citizen's Committee's assignments and appointments / re-appointments of Committee Members for the term 2017-2019. Enclosed find a list of the current committee members that seek re-appointments and new residents seeking appointment.

DESCRIPTION:

The Town Clerk Office advertised new vacancies for the Parks & Recreation; Disaster Preparedness and the Environmental Impact Committee. The Parks & Recreation Committee has 5 members that seek re-appointment and 4 new residents are seeking appointment. Only one request (seeking re-appointment - Vincent Martino) was received for the Environmental Impact Committee. No new residents applications were received for the Disaster Preparedness Committee.

All Members of an Advisory Committee are appointed for two (2) year terms.

Enclosed find copies of resumes of members that seek to be re-appointed and new residents that are seeking appointment.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Committee Appointments	Committee Appointments.pdf
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**PARKS & RECREATION
COMMITTEE
2017 - 2019
APPOINTMENTS**

MEMBERS SEEKING RE-APPOINTMENT:

- Luciana Arestegui
- Kathleen Kennedy
- Johnathan Macy
- Aileen Stratford McDermott
- Kamm Trumble

NEW INTERESTED RESIDENTS:

- Megan Blenet
- Leo Carneiro
- Molly Diallo
- Lee Retter Solomon
- Sophia Jain

Alba Chang

From: Luli Arestegui <luliseas@gmail.com>
Sent: Wednesday, April 19, 2017 12:10 PM
To: Alba Chang
Cc: Kathleen Kennedy; Aileen Stratford McDermott; Johnathan Macy; Alan Bechik; Kamm Trumble
Subject: Re: Committee Re-Appointments 2017-2019
Attachments: Screenshot_20161219-133145.png

Yes, I'm in too :)

Luli Arestegui
Lifeguard and Swim Team Coach @ Town of Surfside,
Lifeguard certified,
Swimming Coach certified,
Water Safety Instructor,
First Responder,
Zumba Instructor certified.

On Apr 19, 2017 10:27, "Alba Chang" <achang@bayharborislands-fl.gov> wrote:

Committee Members:

Your two (2) year term as a Committee Member will be expiring in June. We will need to hear from you if you wish to continue to serve and seek re-appointment to your committee.

Please reply to this e-mail as soon as possible and confirm if you wish to continue to serve on your respective committee.

Alba L. Chang, CMC

Deputy Town Clerk

Town Of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

Tel. [305-866-6241](tel:305-866-6241)

Alba Chang

From: Kathleen Kennedy <kathleenkennedy05@hotmail.com>
Sent: Wednesday, April 19, 2017 10:56 AM
To: Alba Chang
Cc: Aileen Stratford McDermott; Alan Bebchik; Johnathan Macy; Kamm Trumble; Luciana Arestegui
Subject: Re: Committee Re-Appointments 2017-2019

Yes!!

On Apr 19, 2017, at 10:27 AM, Alba Chang <achang@bayharborislands-fl.gov> wrote:

Committee Members:

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*Alba L. Chang, CMC
Deputy Town Clerk*

*Town Of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel. 305-866-6241
Fax 305-866-4863
Email: achang@bayharborislands-fl.gov
Web: www.bayharborislands-fl.gov*

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Alba Chang

From: Jonathan Macy <jmacyesq@gmail.com>
Sent: Wednesday, April 19, 2017 11:05 AM
To: 'Kathleen Kennedy'; Alba Chang
Cc: 'Aileen Stratford McDermott'; 'Alan Bebachik'; 'Kamm Trumble'; 'Luciana Arestegui'
Subject: RE: Committee Re-Appointments 2017-2019

If Kathleen is in, so am I!

Jonathan Macy, Esq.

jmacyesq@gmail.com | Email
(305) 773 – 9377 | Telephone

<https://www.linkedin.com/in/jonathanmacy>

*Admitted to practice in New York & Georgia

From: Kathleen Kennedy [<mailto:kathleenkennedy05@hotmail.com>]
Sent: Wednesday, April 19, 2017 10:56 AM
To: Alba Chang <achang@bayharborislands-fl.gov>
Cc: Aileen Stratford McDermott <aileenstratford@gmail.com>; Alan Bebachik <abebchik@gmail.com>; Johnathan Macy <jmacyesq@gmail.com>; Kamm Trumble <trumblekamm3@gmail.com>; Luciana Arestegui <luliseas@gmail.com>
Subject: Re: Committee Re-Appointments 2017-2019

Yes!!

On Apr 19, 2017, at 10:27 AM, Alba Chang <achang@bayharborislands-fl.gov> wrote:

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*Alba L. Chang, CMC
Deputy Town Clerk*

*Town Of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel. 305-866-6241
Fax 305-866-4863
Email: achang@bayharborislands-fl.gov
Web: www.bayharborislands-fl.gov*

PROFESSIONAL EXPERIENCE

McLarens Global Limited f/k/a McLarens Young International

Miami, FL

General Counsel & Chief Compliance Officer

6/13 – Present

Provide legal advice to various departments and members of management on all levels covering broad spectrum of legal issues. Participate from the planning phase through implementation and operation of various company services and projects. Assist in implementation of and oversee and manage compliance with legal and regulatory policies. Negotiate and draft complex commercial agreements. Support strategic transactions, including global mergers and acquisitions. Oversee strategy and settlement of all litigation and claims against company. Manage outside counsel on a variety of corporate matters with attention to reduction of cost and ensuring business processes are not impacted. Develop, implement, and maintain compliance policies in conformity with guidelines prescribed by the Office of Foreign Assets Control and its international counterparts. In addition to these responsibilities, provide all legal support and services for subsidiaries, McLarens Aviation, Agrical and Norcross.

Senior Legal Counsel – McLarens Aviation

4/11 – 6/13

Reviewed laws, regulations, treaties and ordinances affecting the company and advised employees to facilitate day to day business. Drafted and revise corporation's commercial contracts, agreements, leases, and various other legal documents. Oversaw the sale of aircraft salvage with global enterprises. Negotiated service agreements with multi-national corporations. Created and implemented complementary lines of business to create additional revenue streams. Conducted internal audits of files and transactions to ensure adherence to policies and procedures.

Gidney & Company, P.A.

Miami Beach, FL

Consultant, Tax Litigation & Litigation Support

5/10 – 4/11

Provided litigation support to outside counsel in variety of matters including Gulf Coast Claims, SEC, and FINRA actions. Represented corporate clients during audits, tax penalty disputes, and appeals. Drafted and analyzed trust agreements to maximize tax efficiency and ensure compliance with tax law. Created schedules for Chapter 7 and Chapter 11 bankruptcy filings. Assessed individual and corporate financial records to determine solvency both prior to and during bankruptcy proceedings. Prepared tax filings for individuals, corporations, trusts, estates and charitable organizations. Advised clients on financial planning and tax planning in national and international matters. Managed bookkeeping and financial statements for small businesses.

UBS Financial Services, Inc.

New York, NY

Investment Associate

3/07 – 5/10

Reviewed remote location, branch personnel questionnaire responses, and solicitation request forms to determine compliance with UBS and FINRA policies. Collated responses to questionnaires and request forms and maintained and updated spreadsheets to track data in anticipation of internal and external audits. Ensured deposits, fund transfers, and transactions complied with Anti-Money Laundering policies. Examined new clients and accounts to make sure they conformed to Know Your Customer regulations. Analyzed clients' investments in order to determine proper allocation. Liaised with trust, tax, and legal departments as necessary.

Martin Clearwater & Bell LLP

New York, NY

Associate

9/04 – 3/07

Assisted trial partners with strategy in defense of major healthcare institutions and professionals. Attended Pre-Trial, Preliminary, and Status Conferences. Conducted oral arguments and attended hearings in New York State Supreme Court. Drafted procedural and substantive pleadings, including Motions for Summary Judgment, Motions to Compel and Motions to Dismiss. Conducted Plaintiff, Co-Defendant, Non-Party depositions, and 50(h) statutory hearings. Analyzed and digested deposition transcripts in preparation for trial. Drafted responses to interrogatories and witness exchanges. Interviewed defendants and expert witnesses concerning medical conditions and standard practices and procedures. Researched substantive and procedural issues utilizing LexisNexis and WestLaw.

EDUCATION

New York Law School

New York, NY

Juris Doctor; May 2004

- Honors:** *New York Law School Moot Court Association Board Member*
National Member of the Order of the Barristers
Dean's List of Distinguished Students
- Activities:** Teaching Assistant, Corporate and Business Law

University at Albany, State University of New York

Albany, NY

Bachelor of Arts, Spanish; May 2000

- Honors:** *Deans List of Distinguished Students*
Presidential Honor Society
- Activities:** International Fraternity of Delta Sigma Pi

BAR ADMISSIONS & LICENSES

- New York State Bar
- Georgia Bar
- Florida Bar, Authorized House Counsel Division
- United States District Court, Southern District of New York
- United States Tax Court

PRESENTATIONS

- Aviation Insurance Training Course – Ground Handling and Third Party Liability Claims (2012 – 2014)
- Aviation Claims and Litigation Summit – Aviation Insurance Roundtable – Panelist (2014, 2015)

ACTIVITIES

- Benefactor, Miami Children's Museum
- Secretary Advisory Board, Jewish Museum of Florida – FIU
- City of Fort Lauderdale Insurance Advisory Board, 2011 – 2012
- City of Fort Lauderdale Budget Advisory Board, 2012 – 2013
- Member of Tort Trial and Insurance Practice Section, American Bar Association
- Member of Forum on Air & Space Law, American Bar Association
- Member of Aircraft Financing Subcommittee, American Bar Association
- Sustaining Member, Lawyer-Pilots Bar Association

SKILLS

- Proficient in Windows, Microsoft Office Suite, Internet Explorer, Edgar, Elite, LexisNexis and Westlaw
- Knowledge of QuickBooks, Lacerte Tax, Morningstar, Bloomberg and Thomson Reuters
- Conversational in Spanish

Alba Chang

From: Aileen Stratford McDermott <aileenstratford@gmail.com>
Sent: Wednesday, April 19, 2017 12:31 PM
To: Luli Arestegui
Cc: Alba Chang; Kathleen Kennedy; Johnathan Macy; Alan Bebhik; Kamm Trumble
Subject: Re: Committee Re-Appointments 2017-2019

Me four!

Sent from my iPhone

On Apr 19, 2017, at 12:10 PM, Luli Arestegui <luliseas@gmail.com> wrote:

Yes, I'm in too :)

Luli Arestegui
Lifeguard and Swim Team Coach @ Town of Surfside,
Lifeguard certified,
Swimming Coach certified,
Water Safety Instructor,
First Responder,
Zumba Instructor certified.

On Apr 19, 2017 10:27, "Alba Chang" <achang@bayharborislands-fl.gov> wrote:

Committee Members:

Your two (2) year term as a Committee Member will be expiring in June. We will need to hear from you if you wish to continue to serve and seek re-appointment to your committee.

Please reply to this e-mail as soon as possible and confirm if you wish to continue to serve on your respective committee.

Alba L. Chang, CMC

Deputy Town Clerk

Town Of Bay Harbor Islands

9665 Bay Harbor Terrace

AILEEN STRATFORD McDERMOTT

10350 West Bay Harbor Dr. #PH-C
Bay Harbor Islands, FL 33154
(954) 260-7029
aileenstratford@gmail.com

OBJECTIVE

Join a committee in the Town of Bay Harbor Islands to increase my awareness of the community I live in and to help keep our Islands beautiful.

EDUCATION

ROLLINS COLLEGE

Bachelor of Arts in International Business
GPA: 3.33 Cumulative

3.44 Major

Activities/Clubs/Organizations: *Kappa Kappa Gamma, Mandarin Chinese Tutor, Reading is Fundamental Philanthropy*

Winter Park, Florida
Graduated May 2009

SINGAPORE AMERICAN SCHOOL

High School Diploma

Activities/Clubs/Organizations: *Varsity Cross Country, Head coach of an elementary school cheerleading squad, International Business Club*

Singapore, Singapore
Graduated May 2005

WORK EXPERIENCE

KELLER WILLIAMS EAGLE REALTY

Real Estate Associate

Bay Harbor, Florida
December 2012-Present

- Created a website and established social media outlets to increase the audience for my business
- Closed over \$6 million in sales my two years in the profession
- Property manager for 30 units including leasing, coordinating necessary repairs and maintenance, bookkeeping, and managing tenant expectations

SCOTCH AND SODA

Fashion Host/Stylist

Miami, Florida
March 2012-December 2012

- Establish strong customer base of seasoned clients by providing superior customer service, keeping in contact, and staying knowledgeable of changes with the merchandise, brand, and industry
- Merchandise stores and mannequins to pique customer's interest in order to generate higher sales
- Knowledgeable of QuickBooks and the procedure of opening and closing store and cash drawer

THE REYNOLDS & REYNOLDS COMPANY

Solutions Specialist and Consultant

Ft. Lauderdale, Florida
Sep 2009-Dec 2011

- Recipient of Rookie of the Year award in 2011
- Ranked #2 within division for territory growth in 2011 sales year (33% growth achieved)
- Provided document inventory management and compliance consultation to automotive dealerships in the South Florida market
- Developed marketing and customer retention programs to help dealers reach their business goals and hit sales projections every quarter
- Drafted analyses for dealers comparing expenses and offer solutions to lower cost of doing business

THE WORLD BANK

Communications Intern

Singapore, Singapore
Jun 2008-Aug 2008

- Maintained and updated World Bank's Singapore regional website
- Attended meetings, panel discussions, and speakers relevant to World Bank and reported discussions on the region's website
- Assisted in construction of and staffed World Bank's informational booth at the World Cities Summit

LICENSES AND CERTIFICATIONS

- Licensed real estate agent in the state of Florida

Alba Chang

From: Kamm Trumble <trumblekamm3@gmail.com>
Sent: Wednesday, April 19, 2017 10:40 AM
To: Alba Chang
Subject: Re: Committee Re-Appointments 2017-2019

Yes, thank you, if they'll have me, I'm in. 😊

On Apr 19, 2017 10:27 AM, "Alba Chang" <achang@bayharborislands-fl.gov> wrote:

Committee Members:

Your two (2) year term as a Committee Member will be expiring in June. We will need to hear from you if you wish to continue to serve and seek re-appointment to your committee.

Please reply to this e-mail as soon as possible and confirm if you wish to continue to serve on your respective committee.

Alba L. Chang, CMC

Deputy Town Clerk

Town Of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

Tel. [305-866-6241](tel:305-866-6241)

Fax [305-866-4863](tel:305-866-4863)

Email: achang@bayharborislands-fl.gov

Web: www.bayharborislands-fl.gov

KAMM TRUMBLE

10300 West Bay Harbor Drive, 10-C
Bay Harbor Islands, FL 33154
(305) 316-3472

WORK EXPERIENCE:

2011 – CURRENT

Dr. Meryl Cohen, BHI, FL
Patty & Viviane Blente, BHI, FL
Dorie & Andy Grizzard, BHI, FL

Ellen Joy & Ray Fleming, BHI, FL
Alice Shapiro, BHI, FL

- House-Sitter, Dog-Sitter
- Care Giver, House Keeper
- Event Planner & Event Server
- Miscellaneous Tasks & Errands

1994 – 2011

Caroline Gaynor, Retired, Investments
Shorecrest, FL

- Administrative/Personal Assistant

1988 – 1994

Video Jukebox Network, Inc. ("THE BOX")
Miami, FL

- Administrative Assistant, President
- Acting Office Manager
- Supervisor, Front Desk & Copy Room Staff

1980 – 1988

Medical Aid Training Schools, Inc. ("MATS")
North Miami, FL

- Regional Manager

EDUCATION:

1976 – 1980

Barry University
Miami Shores, FL

- Bachelor of Science Degree – Marketing

OTHER TID-BITS:

- Home-Owner
- Safe Driver Status
- Conversational Spanish
- Polite and Patient
- Self-Starter and Resourceful

**PARKS & RECREATION
COMMITTEE
2017 - 2019**

**NEW INTERESTED
RESIDENTS
INFORMATION**

Megan Blenet
10300 West Bay Harbor Drive
Apt. 5 B
Bay Harbor Islands, FL. 33154

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

April 10, 2017

Dear Mrs. Siegel,

I am interested in serving on the Parks and Recreation Committee in our town. I am a high school student interested in learning about local town government and participating in helping in the development of our town.

Attached here is my resume. So far, my interests and experience have been in child care and child development. For this reason, I believe the Parks and Recreation Committee would be a good fit for me.

Thank you for your consideration. I can be reached at (305) 310-2337 or (305) 815-6971.

Sincerely,

Megan Blenet

MEGAN BLENET
10300 W. Bay Harbor Dr.- Apt. 5B- Miami, FL. 33154
(305)310-2337/ E-mail: megb1500@hotmail.com

EDUCATION:

2014-Present MIAMI BEACH SENIOR HIGH SCHOOL Miami Beach, FL

WORK EXPERIENCE:

Summer 2012 MIAMI CHILDREN MUSEUM Miami, FL
Volunteer
- Helped with birthday parties
- Served as information source for patrons
- Monitored areas for safety
- Helped children with arts and crafts classes

2015-Present FIENBERG-FISHER K-8 CENTER Miami Beach, FL
Child Development Intern
- Teacher aide
- Child care ages infants to 7 years old

Summer 2016 TOWN OF BAY HARBOR ISLANDS Bay Harbor Islands, FL
Summer Camp Counselor
- Child care
- Supervision of children
- Helped with activities

CERTIFICATIONS and NOMINATIONS:

- American Red Cross Babysitting Certification, 2012
- Do The Right Thing Nomination, February 2014
- Florida Department of Children and Families (DCF)'s Health, Safety and Nutrition (HSAN) Certification
- DCF's Identifying and Reporting Child Abuse and Neglect (CAAN) Certification
- DCF's Child Care Facility Rules and Regulations (FACR) Certification
- DCF's Behavioral Observation and Screening (BOSR) Certification
- DCF's Child Growth and Development (CGDR) Certification
- DCF's Preschool Appropriate Practices (PSPR) Certification
- DCF's Understanding Developmentally Appropriate Practices (UDAP) Certification

FOREIGN LANGUAGES:

Fluent in French

LEO O. CARNEIRO

Project Superintendent

1050 93rd st, Apt 4D
(305) 979-9705
Leocarneiro@live.com

EDUCATION:

2010	Nova Southeastern University • Master of Accounting	Davie, Florida
2006	Florida State University • Bachelor of Accounting	Tallahassee, Florida

PROFESSIONAL HISTORY:

January 2015- Present **Cuesta Construction** Miami, FL

Superintendent/ Interim Project Manager

Luxury Single Family Homes from \$10M-\$15M (Three Properties)

- Coordinate the day to day construction project from start to finish
- Negotiate, Prepare, and execute subcontractor contracts and change orders
- Coordinate all necessary revisions between Architects, engineer, and trades
- Schedule all necessary inspections and meet with city inspectors.
- Pulling Permits if necessary to expedite the construction process
- Establish construction schedules by planning ahead and anticipating potential delays
- Most importantly going above and beyond to address the clients needs

December 2013 – November 2015 **CARNEIRO LLC** Miami, FL

Self-Employed: Owners Representative to Todd Glaser, One of the Largest single family homes Developer in Miami Beach

Luxury Single Family Homes from \$4M-\$39M (Ten Properties)

- Owners Representative/ Superintendent in all phases of construction
- Negotiate contracts and bids
- Assisted in the coordination between engineers & architects the submission of Master Plans to the city
- Run the day to day operations of a construction job
- Manage and Supervise multiple subcontractors of all trades
- Schedule and meet with Building Inspectors
- Please see list of Projects Attached with this Resume

April 2010 – December 2013 **FootWorks South Beach** Miami, FL

Managing Partner

- Developed business plan to launch 2nd Retail location
- Designed the retail space
- Merchandised 100% of retail space
- Managed a team of employees
- Ran the daily operations of running a retail business

March 2009 - April 2010 **Pontual Money Transfer**

Manhattan Beach, CA

Lead Accountant/ Business Developer

- Developed business growth plan and brought in \$1.2M in investments
- Responsible for daily Reconciliations between business bank accounts
- Responsible for all of the business bookkeeping functions, which includes receiving and paying bills, creating invoices, and maintain an up-to-date Accounts Receivables
- Responsible for daily and monthly closes
- Assist CFO with reports requested by Auditors,
- Assist in the review of final drafted documents like contracts and Financial

OTHER:

- Fluent in English, Portuguese, and Spanish
- OSHA 10 hour Certified
- Microsoft Excel, Powerpoint, Word, and Adobe PDF
- Able to read and understand full set of construction Plans
- Organizational skills/Time Management skills/ Work well under tight deadlines/Multitasking

MOLLY ALLISON DIALLO

10350 West Bay Harbor Drive Unit 9U • Bay Harbor Islands, Florida 33154
(305) 788-6851 (cell) (305) 919-2000 (work) (305) 919-2001 (fax)
mdiallo@dadeschools.net

EXPERIENCE

Social Sciences Department Chair, *Alonzo and Tracy Mourning Senior High School*, Miami, FL, *August 2009 – present*

- Teaching AP Human Geography, AP Psychology, Honors American History
- Selected by the Bezos Family Foundation as a Bezos Educator Scholar – 2016 cohort
- Achieved average US History EOC pass rate of 90% or higher for the past two years
- Served as a MINT Mentor for the 2015-2016 academic year
- Developed the Scholars Academy and served as lead teacher
- Served as a member of Educational Excellence School Advisory Committee
- Attained National Board Certification (Social Studies/History) in 2009
- Served as an AP reader for the 2009 AP Human Geography Exam
- Wrote district curriculum map for American History

Social Sciences Teacher, *Miami Edison Senior High School*, Miami, FL, *August 2004- June 2009*

- Taught AP Human Geography, AP World History, AP Psychology, Honors American History, Journalism/Yearbook
- Implemented school's first AP Human Geography course and wrote syllabi for AP Human Geography and AP Psychology
- Raised \$10,000 to send two ninth graders to SummerMath at Mount Holyoke College
- Served as sponsor for Close-Up for New Americans; raised \$2,400 for eight students to attend weeklong Washington DC institute
- Assisted Sant La, local Haitian community organization, in implementation of grant to assist class of 2011
- Wrote and received \$12,500 College Board/Florida Partnership for Minority and Underrepresented Students grant to direct an AP Summer Camp for eighty students
- Served as a school sponsor and moderator for district Geography Bee
- Invited by the Division of Social Sciences to assist in the development of the district's 2006-07 curriculum for social studies
- Served as a member of the Professional Development Team and conducted an action research project to identify solutions for increasing the school's 28% graduation rate

Humanities Intern, *Boston Arts Academy*, Boston, MA, *August 2003- June 2004*

- Taught ninth grade course on African history and development
- Co-taught eleventh grade course on impact of globalization on non-Western nations
- Co-taught Advisory for twelfth grade theater majors; worked with students on grant proposals for community-funded arts projects

Social Sciences Teacher, *Antilles School*, St. Thomas, VI, *September 1997- June 2003*

- Taught World Geography, American History, Caribbean History, and African-American Literature; served as an assistant in the school's resource program
- Implemented and directed a high school community service program
- Raised funds for two Sudanese "Lost Boys" to come and share experiences with the school community
- Advised "Interact," a community service group; established a partnership with a local after-school program to provide meals and tutors twice weekly for fifty children
- Advised National Jr. Honor Society; created yearlong fundraising projects for non-profits
- Created "Mission-to-Mesh," a student discussion group on racism and discrimination

- Advised Middle School Student Council; also advised junior and senior classes

EDUCATION

Tufts University, Medford, MA

Master of Arts in Teaching, Political Science/Political Philosophy, 2004

Centre International de Francaise d'Annecy, Annecy, France

Intensive intermediate-level French course, *July 2002*

Mount Holyoke College, South Hadley, MA

Bachelor of Arts, 1996

Major: Latin American Studies **Minor:** Music

University of the Virgin Islands, St. Thomas, VI, *1994 –1995*

Course of Study: Caribbean Studies

VOLUNTEER EXPERIENCE

Assistant, *Precious In His Sight Orphanage*, Port-au-Prince, Haiti, *2001*

Tutor, *St. Monica's Summer Reading and Math Program*, Hartford, CT, *1995*

English Teacher, *Centro Educativo San Marcos*, Limon, Costa Rica, *1994*

SKILLS

Fluent in French; Professional harpist with twenty-four years of experience

REFERENCES

Lisa Garcia, Principal, Hialeah-Miami Lakes LisaGarcia@dadeschools.net

Sally Alayon, Administrative Director, North Region salayon@dadeschools.net

Eugenio Gant, Curriculum Support Specialist eugeniogant@dadeschools.net

Lee Retter Solomon

9641 Broadview Terrace • Bay Harbor Islands, Florida 33154

Phone: (305)987-7306 • E-mail: LeeRSolomon@gmail.com

Town Clerk

Marlene Siegel

msiegel@bayharborislands-fl.gov

Dear Ms. Siegel,

I am interested in joining the Town of Bay Harbor Islands Park and Recreation Committee. I have been a proud resident of Bay Harbor Islands since 2010, when my husband and I purchased our home on the West Island and selected this beautiful and unique community to raise our family. Since I have moved to this town, I have seen incredible progress in town programming and in the renovations of town parks. I have always wanted to get more involved in my community and I believe joining this committee would be an excellent opportunity for me to contribute. As you know, the demographics of our town's population range from young to old and I think it's important to continue to develop programming that will appeal to everyone. I have attached a copy of my resume for your review. Please feel free to contact me at the above listed telephone number.

Sincerely,

Lee Solomon

Enclosure

LEE RETTER SOLOMON

9641 Broadview Terrace • Bay Harbor Islands, Florida 33154
Phone: (305) 987-7306 • E-mail: LEERSOLOMON@GMAIL.COM

Work Experience

MIAMI-DADE STATE ATTORNEY'S OFFICE, MIAMI, FLORIDA

June 2016-present

ASSISTANT STATE ATTORNEY, CHILD SUPPORT PROGRAM

- Represent the State of Florida and the Department of Revenue in the establishment and enforcement of paternity and child support Court Orders.

Hochberg Preparatory School, Aventura, Florida

January 2014-May 2015

- Substitute teacher for 1st -8th grade students in all areas of study

MIAMI-DADE STATE ATTORNEY'S OFFICE, MIAMI, FLORIDA

December 2005-February 2009

ASSISTANT STATE ATTORNEY, CHILD SUPPORT ENFORCEMENT DIVISION

- Represented the State of Florida and the Florida Department of Revenue in the establishment and enforcement of child support orders
- Litigated child support cases in Miami-Dade County family court division
- Managed a caseload of approximately 5,000 child support cases

June 2004–September 2004

THE DICKMAN LAW FIRM, CORAL GABLES, FLORIDA

LAW CLERK

- Conducted legal research, and reviewed and analyzed documents, depositions and other evidence, in connection with the litigation of personal injury cases

CONFERENCE ON JEWISH MATERIAL CLAIMS, NEW YORK, NEW YORK

June 2003-August 2003

CASEWORKER

- Reviewed claims submitted by Holocaust victims seeking reparations for crimes committed by German government during the Holocaust
- Submitted recommendations to the presiding court for the approval or denial of claims based on historical accuracy and legitimacy of claims

Education

UNIVERSITY OF MIAMI SCHOOL OF LAW, CORAL GABLES, FLORIDA

September 2002-June 2005

- J.D. received June 2005

THE JOHNS HOPKINS UNIVERSITY, BALTIMORE, MARYLAND

September 1998-June 2002

- B.A received June 2002
- Major: Political Science

Volunteer Activities

- Volunteer, Friends of the IDF, Miami Chapter (2011-Present)
- PTA Member, Lehrman Community Day School (2013-Present)

Languages

- Fluent in English and Hebrew (oral and written)

To whom it may concern,

I, Sophia Jain, resident of Bay Harbor Islands would like to express an interest in becoming a member of the Bay Harbor Islands Parks and Recreation committee. I believe I can contribute to the committee's activities because I enjoy designing creative activities for children and have been doing this on an informal basis for many years. I believe that Bay Harbor Islands has a lot of interest in providing interesting activities for children, and I believe I may be able to contribute some ideas on how to do so. Therefore, I will request you to please consider my application. I have also provided my resume.

Yours Sincerely,

Sophia Jain

Personal:

Name: Sophia Jain

Address: 9880 W. Bay Harbor Dr., Apt.#7, Miami FL 33154

Email: sophiajain8@yahoo.com

Age: 14

Bay Harbor resident since 2002

Education:

K-8: Ruth K. Broad Bay Harbor K-8 center

Ninth grade: Young Women's Preparatory Academy

Upcoming school year: Miami Beach Senior High

Accomplishments:

Bobcat Pride- 2008,2010,2013,2014,2015,2016

Junior National Honors Society- 2016

National Honors Society- 2017

Arts ballet Theater productions: Performed in *Nutcracker*, *Fairy Doll*, *Dr. Ouch*, *Sleeping Beauty*, *Chipollino* and *Firebird*.

Pledge of Allegiance: Town Hall, May 2017

Volunteering Activities:

Book Drive at the Bay Harbor Town Hall, 2015

Interests:

Photography, Dance, Film making, Traveling,

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 6.

ITEM: Approval of the March 13, 2017, Regular Council Meeting Minutes.

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Draft Minutes - 3-13-17	3-13-17 DRAFT.pdf
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TOWN OF BAY HARBOR ISLANDS
MINUTES OF A REGULAR COUNCIL MEETING

A regular Council Meeting of the Town Council was held on March 13th, 2017 at 7:00 p.m. in the Council Chambers. Upon Roll Call the following Members responded:

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

SPECIAL PRESENTATION:

Item 1. Crossing Guard of the Year Award - Gustavo Zapata

Town Manager Wasson presented Mr. Zapata with the Crossing Guard of the Year Award.

Miami Dade County Commissioner Sally Heyman came forward and reported on recent legislation adopted by Miami Dade County. She acknowledged the gun-buy-back program has been a success in the area and reported that it was a joint effort with 5 area police municipalities. She also addressed other issues currently being addressed by the County such as the removal of the sanctuary city label and encourage other municipalities to not perform any immigration sweeps. She also presented the Council with a proposed resolution that supports the Northeast Corridor that would allow residents to travel via train connecting to the link to local areas such as Aventura Mall and Downtown Miami.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Salver pulled items, 3, 4, and 5 for discussion.

Council Member Reid requested a future item agenda to conduct traffic study to make recommendation for the future ---. She would like to reduce the number of bridge openings to reduce the traffic congestion on the bascule bridge. She reported complaints on speeders and suggested a speed bump at the end of the East Island. She added that additional signs and flashing lights would help on 98th street.

TOWN MANAGER'S REPORT:

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

Council Member Fuller attended the Chief Dinner, Miami Dade County League of Cities, Board Meeting, and the Coffee with the Cops.

Council Member Yaffe attended Chief's Dinner and the monthly Board meeting for the Miami Dade County League of Cities.

Vice Mayor Bruder attended the Chief Dinner and thanked the Fire Fighters and Police Officers that serve our communities. She also invited all residents to the Town Annual Picnic.

Council Member Reid attended the Chief's Dinner Event; monthly Board meeting, Coffee with the Cops and suggested a pizza with the police to be held at 6:00 p.m. for the working residents.

Council Member Salver attended the Chief Dinner; monthly Board meeting, Coffee with the Cops, and Miami Dade Children Trust Committee meeting.

Mayor Leonard attended the Chief Dinner, monthly Board meeting and travel to Tallahassee to opposed the communication bill for utilities on LG network.

Item 2. Request from the Miami Dade County League to designate a director and alternate director to represent the Town at the League. Their deadline is April 13th so we have to designate someone now.

ACTION: Vice Mayor Bruder made a motion to designate Council Member Yaffe as Director to be the Town representative and for Council Member Reid to be the alternate. Council Member Fuller seconded the motion and it passed unanimously.

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.

John Better, 10330 East Bay Harbor Drive, came forward and was opposed to the early start time for construction sites.

Vincent Martino, 1050 93 ST, came forward and stated he would like to be part of the Disaster Preparedness Committee and suggested a table at the Town Picnic to attract more committee members.

Victor Maya, 1155 103 St, came forward and was opposed to an early start time for the construction sites.

Frances Neuhut, 9920 W Broadview Drive, came forward and asked why the Town Council was avoiding discussing the Church and the BOD movement.

Linda Zilber, 1235 95st, came forward and thanked the Town Manager for the great job done in front of her home on the recent renovations to the valley gutters.

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

Item 3. Consideration and Approval of a resolution requested by Council Member Reid establishing a Servant Honor Code for elected and appointed public officials.

Council Member Reid asked for the Council consideration on the proposed resolution and added that the Executive Director of the Commission on Ethics, Joe Centerino was present to answer any questions on ethics.

Miami Dade County Commission on Ethics, Executive Director, Joe Centerino, came forward and stated that the Commission on Ethics recommended for these items to be proposed to the local municipalities to adopt. The Servant Honor Code was for the public interest and would allow elected and appointed officials to report corruption.

There was a brief discussion on the enforcement of such policy; investigations; and who would implement any disciplinary actions if needed; volume of complaints filed by Bay Harbor Islands residents to the Ethics Commission; other cities implementation of the Honor Code; Miami Dade County Code of Ethics and the State Code of Ethics.

PUBLIC COMMENT

Frances Neuhut, 9920 W. Broadview Drive, came forward and stated that the citizens loved the Ethics Commission because she felt residents had nowhere else to go and report.

Victor Maya, 1155 103 Street, came forward and was concerned on why the Council questioned the proposed resolution.

CLOSED PUBLIC COMMENT

Consensus was to defer the proposed resolution to a later date and for staff to provide a copy of Section 7-7 of Miami Dade County Code.

Item 4. Consideration and Approval of a resolution requested by Council Member Reid to add the oath of civility to all oaths of office administer to elected and public officials.

Council Member Reid stated that the proposed resolution was very simple to add to the Oath of office.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward and respectfully reminded that the Town Code was replete with the Miami Dade County Code and supported the proposed resolution.

Frances Neuhut, 1060 Kane Concourse, came forward and thanked Executive Director of the Ethics Commission, Mr. Centerino on the proposed resolution on ethics.

ACTION: Council Member Yaffe made a motion to approve the proposed resolution. Council Fuller seconded the motion and it passed unanimously.

Item 5. Consideration and Approval of a resolution requested by Council Member Tricoche opposing any religious-based or nationality-based registration of persons entering the United States of America.

Council Member Tricoche stated that the proposed resolution was to oppose any religious or nationality based registration of persons entering the U.S.

Council Member Salver was opposed to the way the resolution was drafted, but was not opposed to the concept.

Council Member Tricoche withdrew the resolution for further revisions.

Item 6. Consideration and Approval of expenditure in amount of \$46,425 for the purchase of two new vehicles for the Public Work Department.

ACTION: Vice Mayor Bruder made a motion to approve the expenditure. Council Member Fuller seconded the motion and it passed unanimously.

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

Item 7. Consideration and Approval of award of contract to C&I Construction in the amount of \$13,967 for sanitary sewer lateral point repair at 9601 East Bay Harbor Drive.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward and asked why weren't the developers paying the lateral repairs. Town Manager Wasson explained that the damage was done on the Town side of the lateral.

CLOSED PUBLIC COMMENT

ACTION: Council Member Yaffe made a motion to approve the expenditure. Council Member Fuller seconded the motion and it passed unanimously.

PUBLIC COMMENT - RE-OPEN FOR GENERAL

Gideon Azari, 9740 W. Bay Harbor Drive, came forward and received a bill from Sunpass for over \$600 after he paid for an Annual Pass for passage through the Broad Causeway.

Town Manager Wasson explained that Mr. Azari did not have a current account with Sunpass and that caused for his annual account to be suspended resulting in toll by plate fines to accrued. He added that in order for the Annual Pass to continue to be active, the Sunpass account must have available funds on the account at all times, otherwise Sunpass will suspend the account and the customer would be billed by Toll-by-Plate.

Item 8. Consideration and Approval to utilize the Miami Parking Authority (MPA) contract with Parkeon, Inc. for the purchase of 6 parking meter stations in the amount of \$34,950, plus \$1,800 for installation. The proposed locations for replacement are Block 11 - Alley (3); 97th Street lot (1) and the 95th Street parking lot (2).

Assistant Manager Jimenez explained that the proposed machines were to be installed at the 97th Street Municipal Lot; the alley behind Town Hall and the 95th Street Parking Lot. These machines are designed for the customer to input their vehicle license plates; the forms of payments would be through cash and credit cards.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and felt that there was a lack of parking for the business district.

CLOSED PUBLIC COMMENT

ACTION: Council Member Yaffe made a motion to approve the proposed contract with Parkeon, Inc. Council Member Fuller seconded the motion and it passed unanimously.

Item 9. Consideration and Approval of Award of contract for Solid Waste and Recycling services to World Waste Recycling.

Town Manager Wasson stated that an invitation to bid was published and the Town received bids from Waste Connections of FL , Waste Management and World Waste Recycling.

Assistant Town Manager Jimenez stated that residents would receive new garbage receptacles and in the event of a hurricane or storm the Town had other contracts with other companies in place.

PUBLIC COMMENT

Attorney, Grant Smith, 2860 State Road 84, representing Waste Connections of FL came forward stated that his client, was opposed to the process that was used when evaluating all bidders. He felt that the recommended bidder that not indicate the size of the container and felt that the bids were subjective.

Assistant Town Attorney Simone clarified that Waste Connections comments was not a bid protest, but comments with regards to the bid process and scoring.

There was a brief discussion on the published committee meeting at the time of evaluation; the proposed bids; and the detailed memo that outline all of the bidders' prices for commercial and multifamily services.

PUBLIC COMMENT

Victor Maya, 1135 103 Street, came forward and felt the issue with the bidding process were systematic.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to award the Solid Waste contract to World Waste Recycling. Vice Mayor Bruder seconded the motion and it passed 6-1, with Council Member Reid opposed.

DISCUSSION ITEMS:

Item 10. Discussion requested by Council Member Reid regarding a possible Code amendment on noise regulations for emergency back-up generators.

Council Member Reid stated that she experienced the emergency generators testing for the new development next to her residence and would like to revisit the noise regulations.

Town Clerk Siegel clarified that the testing that was performed at the O residence was not a regular inspection; the inspection was requested by Miami Dade County Fire Department for those specific times.

PUBLIC COMMENT

Linda Zilber, 1231 95 Street , came forward and stated that she too had her generator service once a month and clarified that it was important to have it tested to make sure it ran properly.

CLOSED PUBLIC COMMENT

Consensus was for Code Compliance to obtain a noise decibel reading.

Item 11. Discussion requested by Council Member Yaffe regarding the regulations of parking requirements for existing building uses.

Council Member Yaffe asked for the Council consideration to amend the parking regulation for existing uses. He explained that back in 2004 the Town adopted to exempt retail from the parking regulation. He felt that restaurants should be exempt from the parking requirements for existing buildings only.

Town Clerk Siegel explained that many of the existing restaurants do not meet the parking requirements and felt that a code amendment would be needed.

PUBLIC COMMENT

Milton Raijman, 1135 Kane Concourse, came forward and supported the proposed code amendments. He felt it would benefit the business district.

Dr. Denis Neuhut, 1060 Kane Concourse, came forward and supported the proposed code amendment and suggested eliminating the professional office on the ground floor.

CLOSED PUBLIC COMMENT

Consensus was for staff to bring back an ordinance for first reading on the parking regulations for existing building uses.

Item 12. Discussion requested by Vice Mayor Bruder to establish a provision in the Town Code to require vacant waterfront properties to secure access to the waterways.

Vice Mayor Bruder stated that while connecting with the residents she received feedback on the vacant lots with access to the water. She was concerned with the kids safety and their access to waterfront properties.

Council Member Reid agreed with Vice Mayor Bruder and suggested a shadow box fence to protect anyone going near the water.

Town Clerk Siegel asked the Council for time to research the request and possible effects of a code amendment. She clarified that the current code allow for a wood and chain link fence.

PUBLIC COMMENT

France Neuhut, 1060 Kane Concourse, came forward and stated that the vacant lot where the Farmer's Market was held had outstanding code violations.

CLOSED PUBLIC COMMENT

There being no other business to discuss meeting was adjourned at 10:34 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a Resolution requested by Mayor Leonard to work in collaboration with the Village of Bal Harbour, Town of Surfside, and the City of Sunny Isles Beach to fund a Hybrid Skate Park and Pumptrack to be located in Haulover Park. The Town's contribution to the project would be \$50,000. Enclosed find the proposed resolution, proposed design and supporting documents.

DESCRIPTION:

The Town of Bay Harbor Islands would like to collaborate with the surrounding communities to design and construct a skate and pumptrack park to be located in Halouver Park. The goal is for each municipality (Village of Bal Harbour, Town of Surfside and the Town of Bay Harbor Islands) to contribute \$50,000 as a match to the contribution from Sunny Isles Beach (who is contributing \$150,000).

Enclosed find a proposed resolution, design and supporting documents.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

This expenditure will require appropriations from the General Reserved Fund.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Jordan Leonard, Mayor

ATTACHMENTS

1.	Proposed Resolution	DRAFT Reso - skate park.pdf
2.	Site location	HAU16002L-OPT 3-PUMP TRACK.pdf
3.	Velosolutions	VeloSolutions.pdf
4.	Design	Presentation for Sunny Isles 4.pdf
5.	Sunny Isles Bch Proposal	Proposed Skate Park.pdf
6.	Town of Surfside Memo	Surfside= Reso - Regional Hybrid Skatepark and pumptrack Initiative.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA SUPPORTING A REGIONAL HYBRID SKATEPARK AND PUMPTRACK INITIATIVE IN HAULOVER PARK, MIAMI-DADE COUNTY IN CONJUNCTION WITH MIAMI-DADE COUNTY, THE CITY OF SUNNY ISLES BEACH, CITY OF MIAMI BEACH, BAL HARBOUR VILLAGE AND THE TOWN OF BAY HARBOR ISLANDS; PLEDGING UP TO AND NOT EXCEEDING \$50,000; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County and neighboring municipalities including the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and Town of Bay Harbor Islands are embarking on an initiative to formulate a regional hybrid skatepark and pumptrack in Haulover Park, Miami-Dade County; and

WHEREAS, Miami-Dade County has received a proposal from Velosolutions, a company that designs and constructs infrastructure for pumptracks to design, engineer and construct a regional hybrid skatepark and pumptrack in Haulover Park, Miami-Dade County with an estimated total project cost of \$250,000 for a 7,500 square feet park; and

WHEREAS, a regional hybrid skatepark and pumptrack is a logical proposal for the Town because there are limitations of space within Bay Harbor Islands to build a skatepark and it will build the sense of community and mobility between the coastal communities in the region; and

WHEREAS, a regional hybrid skatepark and pumptrack has value because land acquisition, maintenance, and operational costs will be financed by municipal and county partners; and

WHEREAS, it is in the best interest of the Town to support a regional hybrid skatepark and pumptrack and pledge up to and not exceed \$50,000.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval and Authorization of Town Manager. The Town Council hereby approves support for a regional hybrid skatepark and pumptrack initiative in Haulover Park, Miami-Dade County. The Town Manager is authorized to do all things necessary to effectuate the pledge up to and not exceeding \$50,000.

Section 3. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

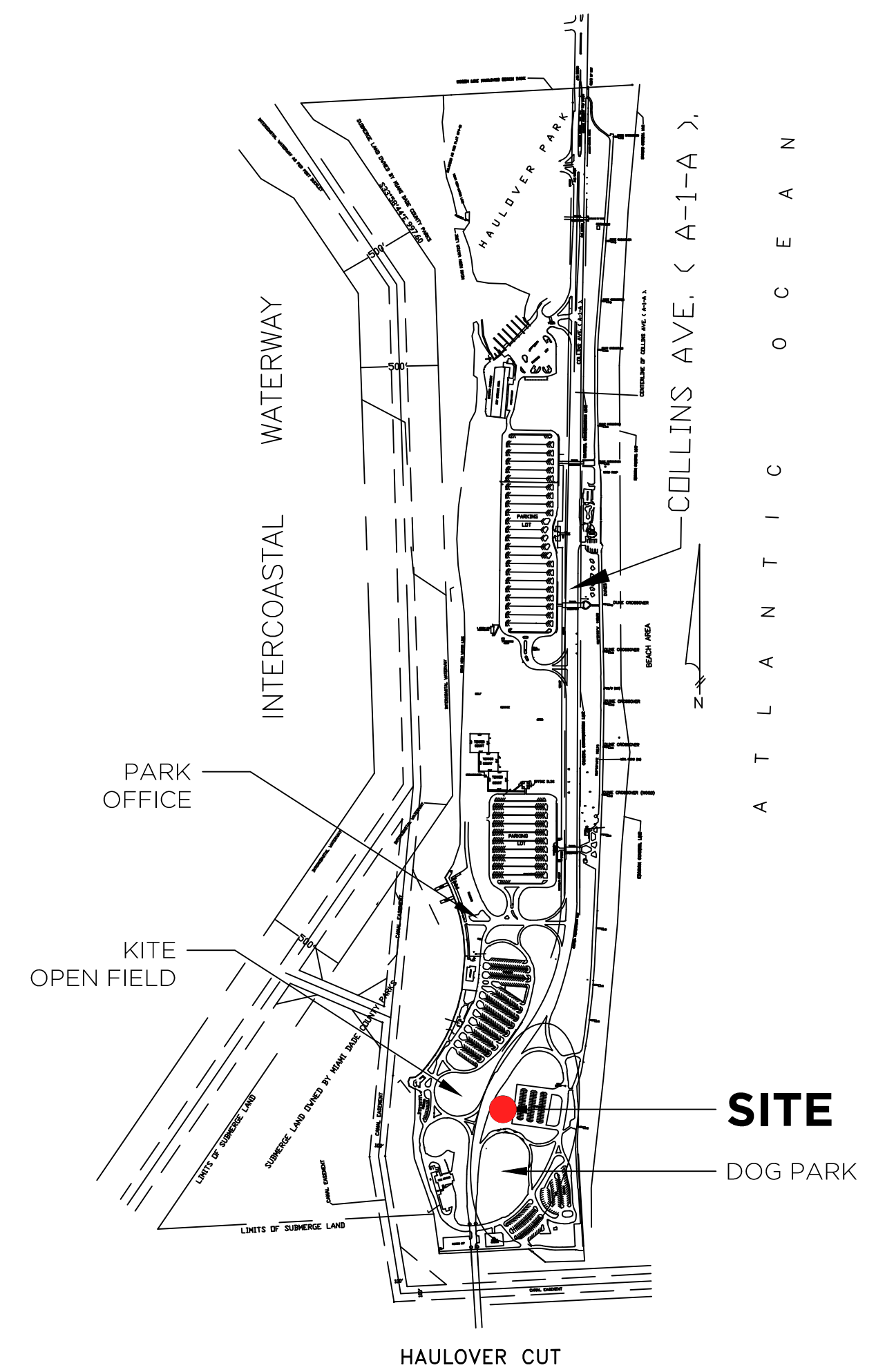
Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of June 2017.

JORDAN W. LEONARD
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK



HAUOVER PARK



Formal Quote for Haulover Park, Miami-Dade County



A Velosolutions hybrid skatepark/pumptrack is unmatched in design and execution. Our designs have been tested by the world's top riders and continues to defy expectations of what a paved pumptrack can be. And unlike dirt tracks, or traditional skate parks, anything with wheels can be enjoyed on a Velosolutions hybrid.

“An unexpected level of durability grip and quality.”

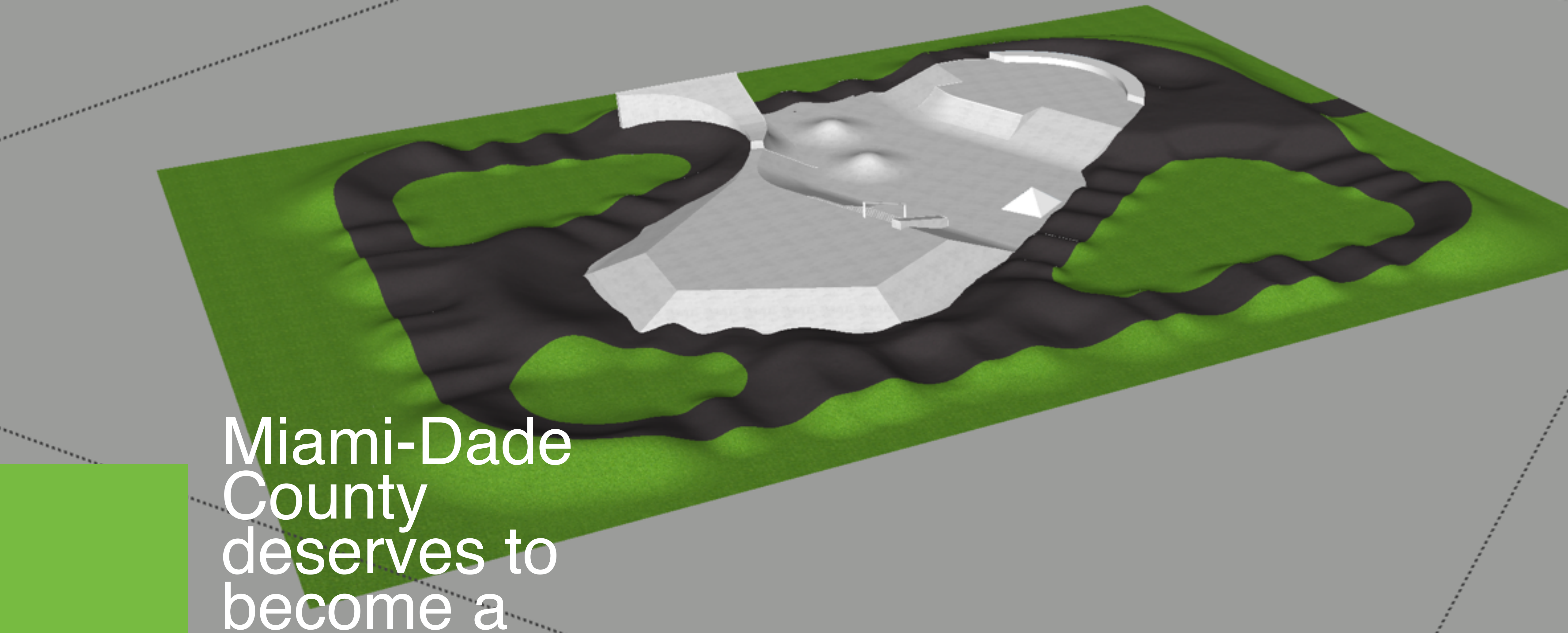


OUR PAVED
SURFACES ARE
DESIGNED FOR
ULTIMATE TRACTION



Children can go for an easy ride, and experienced riders can push their limits. Our track designs fit all levels of experience in just one park. A Velosolutions pumptrack/skatepark inspires confidence for novices to take their ride to the next level.





Miami-Dade
County
deserves to
become a
pioneer in
Hybrid Park
Construction

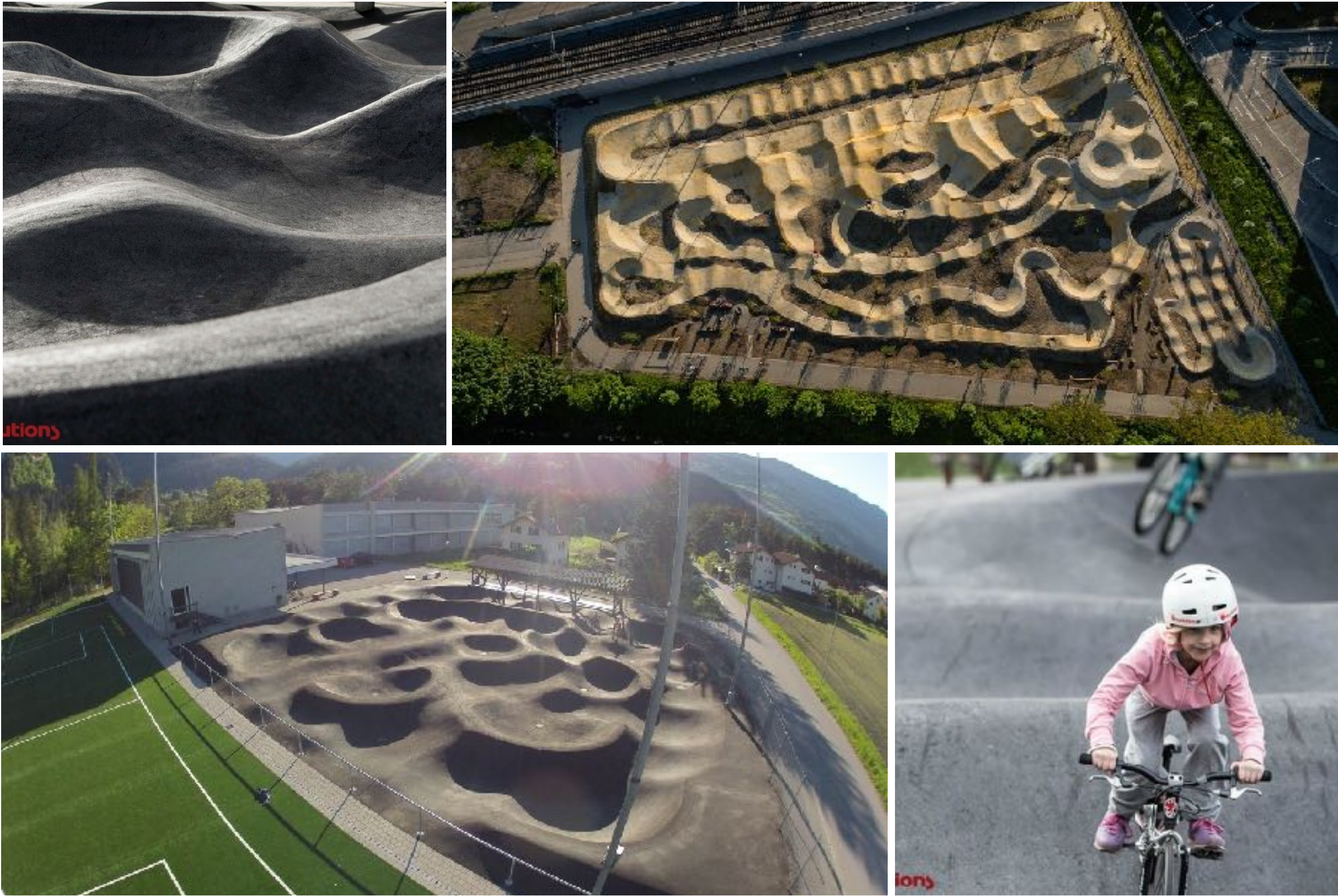
Imagine having a city amenity
that will be welcomed by the
community



Total Project Cost = \$250K

Haulover Park Proposal

Description	Unit Price	Sq. ft.
Size of the Park		7,500
Velosolutions Planning and Design (Includes Engineering)	\$30,000.00	
Velosolutions Construction (10 people / 32 days)	\$95,000.00	
Materials (gravel, dirt, fill, asphalt, drainage, concrete, etc)	\$75,000.00	
Specific tools and machinery rental	\$10,000.00	
Landscaping/Fence	\$15,000.00	
Accommodation and Transportation of the crew	\$25,000.00	



References

Photos New York City:

<https://www.flickr.com/photos/39662565@N08/sets/72157655391219115>

Photos Leavenworth:

<https://www.flickr.com/photos/39662565@N08/albums/72157669793735965>

Photos Bali:

<https://www.flickr.com/photos/39662565@N08/albums/72157663291298593>

Videos New York City:

<https://vimeo.com/138182706>

<https://vimeo.com/134365232>

Video Leavenworth

<https://vimeo.com/168630798>

Video Bali

<https://vimeo.com/158679565>



New York City, NY



Bali, Indonesia



Pfaeffikon, Switzerland



Kanab, UT





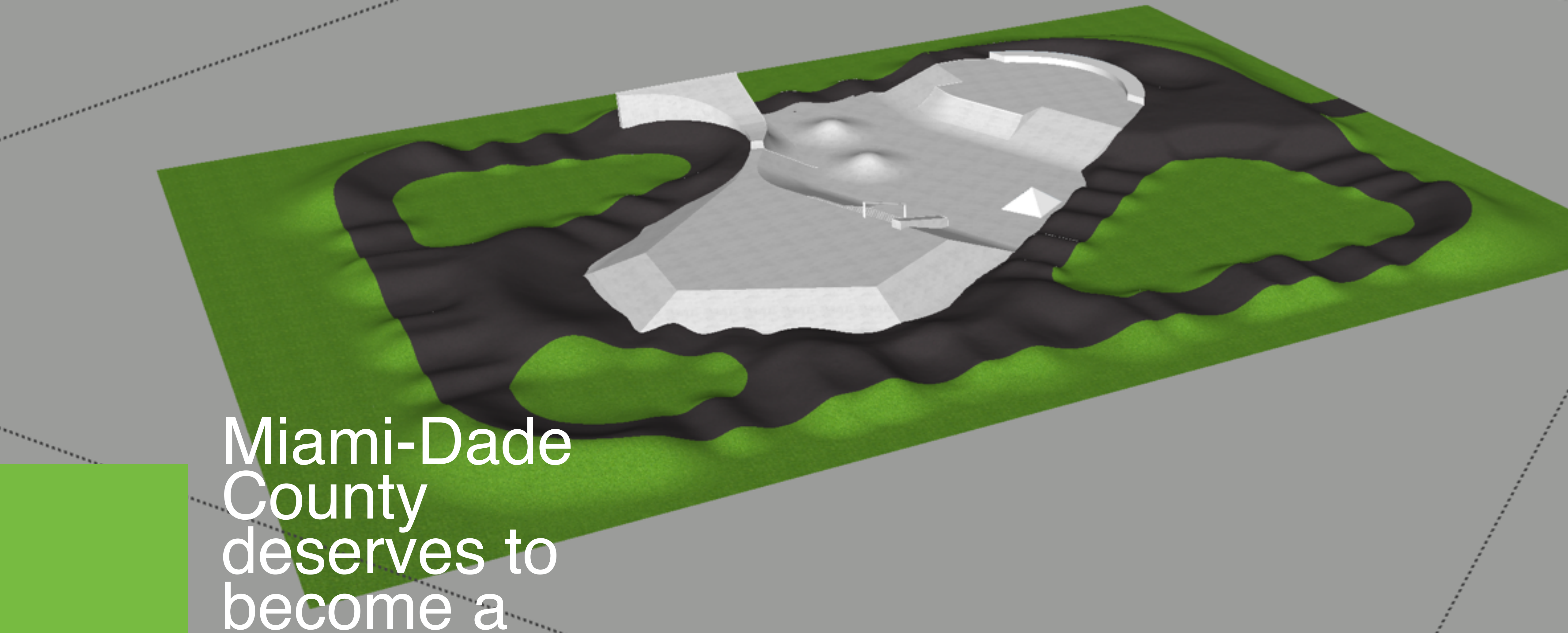
CONTACT



725 92nd Street, Surfside, FL 33154
Tel: 305-283-6391,
Fax: 646-330-5853

Jonathan Strauss
Email: jonathan.strauss@velosolutions.com





Miami-Dade
County
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Hybrid Park
Construction

Imagine having a city amenity
that will be welcomed by the
community





City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, Florida 33160

305.947.0606 City Hall
305.949.3113 Fax

George "Bud" Scholl, Mayor
Dana Goldman, Vice Mayor
Isaac Aelion, Commissioner
Jeanette Gatto, Commissioner
Larisa Svechin, Commissioner

Christopher J. Russo, City Manager
Hans Ottinot, City Attorney
Jane A. Hines, MMC, City Clerk

MEMORANDUM

TO: Christopher J. Russo, City Manager

FROM: Susan Simpson, Cultural & Community Services Director 

DATE: January 30, 2017

RE: **Skate Park at Haulover Park**

Please see below a summary of the status of the Skate Park at Haulover Park Project

Objective:

The City of Sunny Isles Beach, recognizing that the majority of skate park users were from the region of northeast Miami-Dade County rather than from Sunny Isles Beach specifically, is committed to supporting the construction of a regional skate park at Haulover Park.

Financial Support:

The City of Sunny Isles Beach committed up to \$150,000.00 for this project with the understanding that Sunny Isles Beach residents would be granted free or reduced fee use of the skate park as long as it remains in operation at Haulover Park.

Original Budget: \$150,000.00

Out of Pocket Funds Spent to Date: \$24,326.74

Remaining Balance: \$125,673.26

Progress to Date:

In partnership with Miami-Dade County, the City of Sunny Isles Beach purchased and funded the installation of a modular Skate Park at the southwest corner of Haulover Park. MDC, utilizing in house resources, painted the area and provided chain link fencing to secure the area. CSIB donated used picnic

tables, benches and a trash receptacle to complete the temporary project. Out of pocket expenses incurred by CSIB for the purchase and installation totaled \$24,326.74, paid to American Ramp Company, PO # 16-00923 attached. This portion of the project was completed and in use June 2016.

Meetings with MDC, SIB, the Town of Surfside and Jonathan Strauss, a skate park design / build representative and current operator of an MDC skate park, resulted in the finalization of a location and the attached draft proposal for a phased approach based on available funding. Mayor Dietch of Surfside has agreed to assist in recruiting other donors to secure the necessary funding to move this project forward. Draft proposal and location site map attached.

Attachments (5):

- Purchase Order to American Ramp Company (1)
- Draft Proposal (2)
- Draft Layout (2)

C: Stan Morris, Deputy City Manager
Sylvia Flores, Assistant Cultural & Community Services Director



CITY OF SUNNY ISLES BEACH

18070 Collins Avenue
Sunny Isles Beach, FL 33160
Phone: (305)792-1707
Fax: (305)949-3113
Send Invoices To: AccountsPayable@sibfl.net

Purchase Order

DATE: 03/23/16

NO.: 16-00923

SHIP TO:

ATTN: PUBLIC WORKS DEPARTMENT
CITY OF SUNNY ISLES BEACH
18070 COLLINS AVE 3RD FLOOR
SUNNY ISLES BEACH, FL 33160

VENDOR:

Vendor #: 6178

AMERICAN RAMP COMPANY
601 S. MCKINLEY AVE
JOPLIN, MO 64801

Purchase Order covers occasional express correspondence packages and shipping papers.

F.O.B. TERMS	VIA
DELIVERY REQUIRED	TERMS
09/30/16	NET 30

Florida Sales Tax Exempt No. 85-8012694687C-4

ITEM	QUANTITY	UNIT PRICE	DESCRIPTION	ACCOUNTING	UNIT PRICE	TOTAL
1	1.00		SKATE PARK PIECES QUARTER PIPE QUARTER PIPE GRIND RAIL (ROUND) WEDGE, FLAT, WEDGE GRIND RAIL, KINKED (ROUND) WEDGE, FLAT, STAIR GRINDBOX (2" WIDE) BANK RAMP BANK RAMP *3RD AND FINAL REVISION (CHANGE TO INSTALLATION FEE)-AS PER SUSAN SIMPSON-3/21/16	300-6-5720-463000-75002	21,528.0900	21,528.09
2	1.00/EA		7% NIPA DISCOUNT	300-6-5720-463000-75002	1,506.9700	1,506.97
3	1.00/EA		FRAMEWORK ENCLOSURES	300-6-5720-463000-75002	2,152.8100	2,152.81
4	1.00/EA		FREIGHT	300-6-5720-463000-75002	0.0000	0.00
5	1.00/EA		FULL INSTALLATION	300-6-5720-463000-75002	2,152.8100	2,152.81
					TOTAL	24,326.74

Per. YASMINIA ESSABBA	Per. ELKA LINTON-DORSETT	Budget Approval <i>Judith Klaitz Whelan</i>	Per. <i>Christy J. Lemo</i>
Approved:	Department Head	Finance Director	City Manager

1. Exempt from Local, State, and Federal taxes.

2. C.O.D or collect shipments will not be accepted.

3. Substitutions will not be accepted without prior approval.

4. Normal receiving hours are Monday-Friday, 8:30 a.m. to 5:00 p.m.

Haulover Park Skatepark Options for Discussion Purposes

Overview:

The intent of the Haulover Park Skatepark is to provide a first of its kind regional all-wheel, multi-generational facility in the Southeast United States. This project serves the needs of the surrounding communities and can become a sought-after tourism destination.

Development Framework:

Facility Features Options

- Up to an 8,500 square foot (sf) concrete skate plaza
- Up to an 8,000 sf asphalt pumptrack
- Food truck pavilion, a small splash pad, a flowrider, balance stations, and covered areas for shade and community retention/use

Facility Features Decision Points

- Secured site (i.e., fencing)
- Management facility (i.e., concession)
- Lighting
- Usage (i.e., clinics, camps, classes, video/photo shoots, private parties, etc.)

Assumptions:

- The County will provide an area, approximately 25,000 sf, located east of US1 and north of the parking lot adjacent to Lifeguard Tower No. 3. For a 16,500 square foot hybrid park, it is necessary to have approximately 8 feet setback from the perimeter of the park for drainage and landscaping purposes to ensure sturdiness of the form work.
- Insurance to be discussed as to whether it will fall under County insurance as an Inherent risk activity which residents will engage in by attending the park or whether the designated management vendor should carry a General Liability policy.
- City of Sunny Isles Beach (City) will donate \$150,000 towards the design and construction costs and in exchange, no fee will be charged for its residents and registered tourists.
- A hybrid park costs approximately \$4 more per square foot than a concrete park because it requires more labor and customization to be able to make the entire area rideable for patrons.
- If Velosolutions invests capital and secures an operating agreement, the County will be party to a 20-year lease at a cost of \$1/year.

Financials:

Pricing for design and construction (all estimates without any price breaks or current contracts that the County may have with preferred vendors):

- A. \$150,000 will build an unsecured 4,500 sf concrete skatepark (~\$33.33/sf)
 - a. This design and build will include a phase out to add a pumptrack and additional skate features for a future date.
- B. \$300,000 will build an unsecured 8,000 sf hybrid skatepark/pumptrack (~\$37.50/sf)
- C. \$750,000 will build an unsecured 20,000 sf hybrid skatepark/pumptrack which will be considered the largest to date in the world (~\$37.50/sf)
- D. \$1.2 million will build a community gathering space in the provided area featuring the skatepark/pumptrack, a food truck pavilion, a small splash pad, a flowrider, balance stations, and covered areas for shade and community retention/use. (This option is for a management model only).

We propose a January 30 deadline for funding.

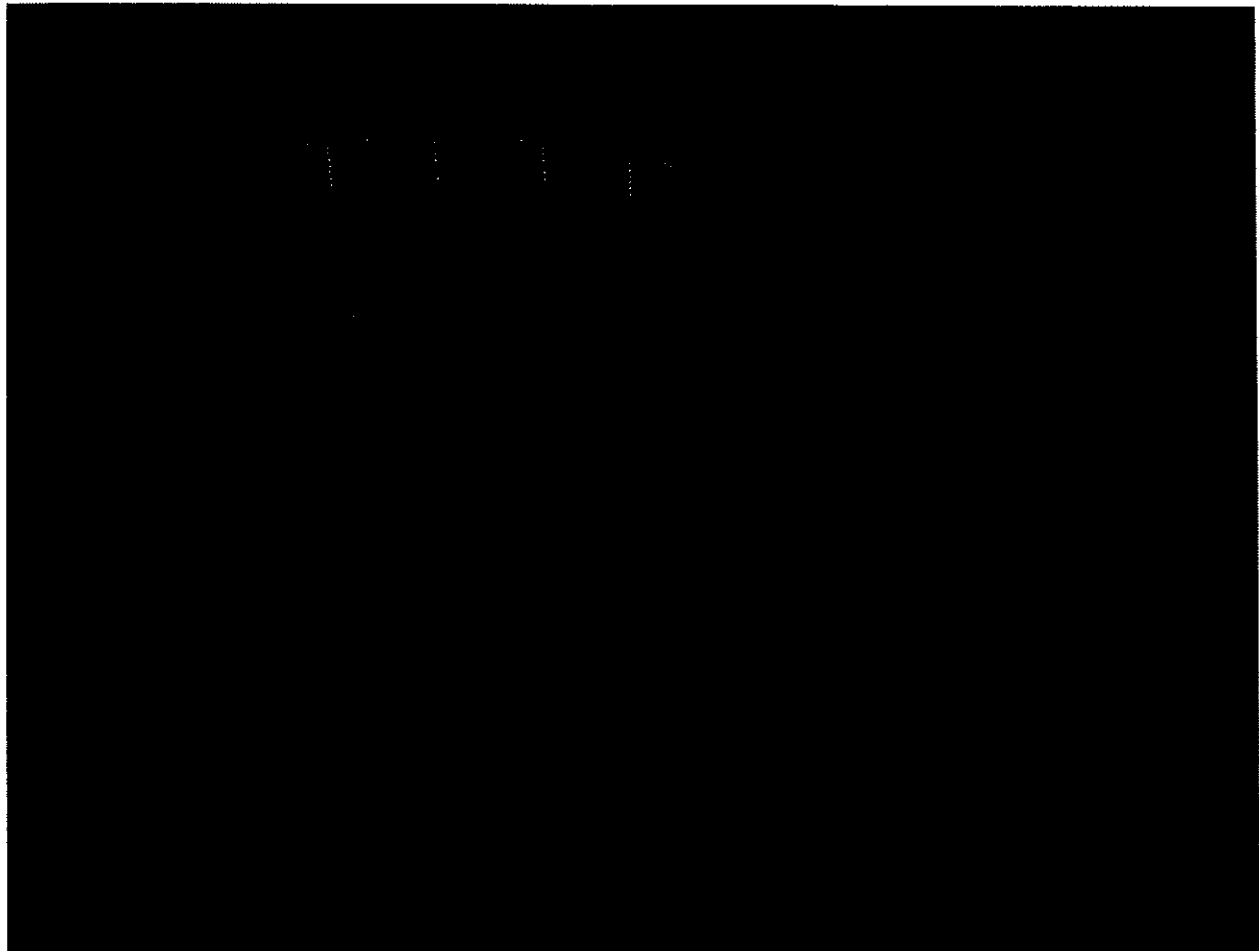
Should only, the \$150,000 funding from the City be in place, the County may elect to either phase the allocated space out to build the large park pending future financial contributions or negotiate a Design, Build, Operate model with Velosolutions USA to be determined after final funding amount is known.

Value Engineering:

A pumptrack only build does cost between \$20 and \$30 per sf. A hybrid concrete and asphalt park is more expensive and can cost between \$33 and \$38 per sf because of the intensive labor and customization necessary to build this revolutionizing approach. Please note that Velosolutions is the only company worldwide that has built a hybrid park, and is the world leader in building paved pumptracks with nearly 40 parks constructed to date. The increase in price also lends itself to the length of construction: a paved pumptrack the size discussed can take less than two (2) weeks to build while a hybrid may take up to six (6) weeks to build. Several savings opportunities exist by leveraging County/Municipal contracts with vendors and other assets:

- Tools/Equipment/Machinery: The County may elect to lend owned machinery necessary such as Loaders, Diggers, Concrete Pumps and Trucks for Dirt and Sod Delivery.
- Savings on pre-existing agreements and pre-purchased Asphalt, Concrete, clean fill or Landscaping.
- Permitting can be expedited and fees may be waived to help alleviate some costs associated with the construction.





PLEASE NOTE: FLORIDA HAS A VERY BROAD PUBLIC RECORDS LAW. MOST WRITTEN COMMUNICATIONS TO OR FROM CITY OFFICIALS REGARDING CITY BUSINESS ARE PUBLIC RECORDS AVAILABLE TO THE PUBLIC AND MEDIA UPON REQUEST. YOUR E- MAIL COMMUNICATIONS MAY THEREFORE BE SUBJECT TO PUBLIC DISCLOSURE.



Town of Surfside Commission Communication

Agenda Item #

Agenda Date: June 13, 2017.

Subject: Regional Hybrid Skatepark and Pumptrack Initiative.

Background: On September 13, 2013 the Town Commission adopted Resolution No. 13-2187 approving the Town Parks and Recreation 5 year Capital Plan which listed a new skatepark as a priority.

Efforts to achieve the realization of such a facility have stalled due to the lack of available land within the Town's boundaries. Other efforts, such as a partnership with Miami Beach to utilize land for such a facility south of Surfside, have also not materialized. Recently a more regional approach has emerged that has gained support from neighboring communities.

Miami-Dade County and the neighboring municipalities including the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and Town of Bay Harbor Islands are embarking on an initiative to formulate a regional hybrid skatepark and pumptrack in Haulover Park north of the dog park.

The City of Sunny Isles Beach has received a proposal from Velosolutions, a company that designs and constructs infrastructure for pumptracks, to design, engineer and construct a regional hybrid skatepark and pumptrack at this location with an estimated total project cost of \$267,375 for a 7,500 square foot park. Sunny Isles Beach has agreed to assume the role of project management for the regional facility. Once the project is completed, Miami-Dade County will operate and manage the facility as part of the Haulover Park system.

Analysis: A regional hybrid skatepark and pumptrack is a logical initiative for the Town as there are limitations of space within Surfside to build such a facility. The initiative will also build the sense of community and mobility between the coastal communities in the region. With the interconnectivity of the tri-municipal (Surf-Bal-Bay) complimentary shuttle buses, a stop at Haulover Park is planned to facilitate ease of access to the location.

This facility will allow for a priority on the Town approved Parks and Recreation 5 Year Capital Plan to be realized. It is a minimal investment by the Town as land acquisition, maintenance, and operational costs will be provided by Miami-Dade County. Construction cost will be funded by the combined contributions from the aforementioned regional municipalities.

Budget Impact: The Town of Surfside portion of the funding for the Skate Park Project of up to \$50,000 is from the Capital Improvement Fund, Skatepark Contribution account number 301-4400-572-8110. These funds are from Developer Voluntary Proffers which will be disbursed upon execution of the Memorandum of Understanding.

Staff Impact: No staff impact

Recommendation: Town Commission approval is requested to direct the Town Manager to enter into a Memorandum of Understanding to support a regional hybrid skatepark and pumptrack initiative in Haulover Park, Miami-Dade County in conjunction with Miami-Dade County, the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and the Town of Bay Harbor Islands.

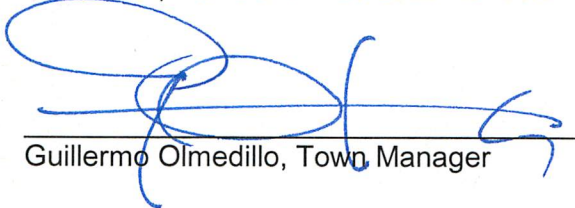
Town Commission hereby authorizes to amend the Fiscal Year 2016-2017 annual budget authorizing the appropriation of up to \$50,000 from the Capital Improvement Fund, Skatepark Contribution, account. number 301-4400-572-8110 to the City of Sunny Isles Beach.



Tim Milian, Parks and Recreation Director



Don Nelson, Finance Director



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE CITY OF SUNNY ISLES BEACH TO SUPPORT A REGIONAL HYBRID SKATEPARK AND PUMPTRACK INITIATIVE IN HAULOVER PARK, MIAMI-DADE COUNTY WITH COORDINATION FROM MIAMI-DADE COUNTY, THE CITY OF SUNNY ISLES BEACH, CITY OF MIAMI BEACH, BAL HARBOUR VILLAGE AND THE TOWN OF BAY HARBOR ISLANDS; AMENDING THE FISCAL YEAR 2016-2017 ANNUAL BUDGET AUTHORIZING THE APPROPRIATION OF UP TO \$50,000 FROM THE CAPITAL IMPROVEMENT FUND, SKATEPARK CONTRIBUTION, ACCOUNT NO. 301-4400-572-8110 TO THE CITY OF SUNNY ISLES BEACH TO BE DISBURSED UPON EXECUTION OF THE MOU; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is a long standing priority of the Town of Surfside (“Town”) to foster outdoor recreation for the community; and

WHEREAS, on September 13, 2013 the Town Commission adopted Resolution No. 13-2187 approving the Town Parks and Recreation 5 year Capital Plan which listed a new skatepark as a priority; and

WHEREAS, Miami-Dade County and neighboring municipalities including the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and Town of Bay Harbor Islands are embarking on an initiative to jointly develop a regional hybrid skatepark and pumptrack in Haulover Park, Miami-Dade County (Attachment “A”); and

WHEREAS, the City of Sunny Isles Beach has received a proposal under the National Joint Powers Alliance from Velosolutions (Attachment “B”), a company that designs and constructs infrastructure for pumptracks to design, engineer and construct a regional hybrid skatepark and pumptrack in Haulover Park, Miami-Dade County with an estimated total project cost of \$267,375.00; and

WHEREAS, on May 19, 2017 the City of Miami Beach Neighborhood/Community Affairs Committee, which is composed of Miami Beach City Commission Members, recommended the regional hybrid skatepark and pumptrack by a vote of acclamation and recommended the item to the Finance Committee to determine the appropriate amount to finance; and

WHEREAS, a regional hybrid skatepark and pumptrack is a logical proposal for the Town because there are limitations of space within Surfside to build a skatepark and it will build the sense of community and mobility between the coastal communities in the region; and

WHEREAS, a regional hybrid skatepark and pumptrack has value because land acquisition, maintenance, and operational costs will be provided by Miami-Dade County; and

WHEREAS, it is in the best interest of the Town to enter into a Memorandum of Understanding (“MOU”) with the City of Sunny Isles Beach to support a regional hybrid skatepark and pumptrack initiative in Haulover Park, Miami-Dade County in cooperation with Miami-Dade County, the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and the Town of Bay Harbor Islands; and

WHEREAS, the Town Commission desires to amend the fiscal year 2016/2017 annual budget authorizing the appropriation of \$50,000 from the Capital Improvement Fund, Skatepark Contribution, Account No. 301-4400-572-8110 from Developer Voluntary Proffers to the City of Sunny Isles Beach which will be disbursed upon execution of the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Authorization to enter into a Memorandum of Understanding to Support the Regional Hybrid Skatepark and Pumptrack. The Town Commission hereby authorizes the Town Manager to enter into a Memorandum of Understanding (“MOU”) with the City of Sunny Isles Beach to support a regional hybrid skatepark and pumptrack initiative in Haulover Park, Miami-Dade County with coordination from Miami-Dade County, the City of Sunny Isles Beach, City of Miami Beach, Bal Harbour Village and the Town of Bay Harbor Islands.

Section 3. Authorization to Amend the Fiscal Year 2016/2017 Annual Budget to Appropriate and to Expend Funds for the Regional Hybrid Skatepark and Pumptrack. The Town Commission hereby authorizes to amend the fiscal year 2016/2017 annual budget authorizing the appropriation of up to \$50,000 from the Capital Improvement Fund, Skatepark Contribution, Account No. 301-4400-572-8110 from Developer Voluntary Proffers to the City of Sunny Isles Beach, which will be disbursed upon execution of the MOU.

Section 4. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of June 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Barry Cohen	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

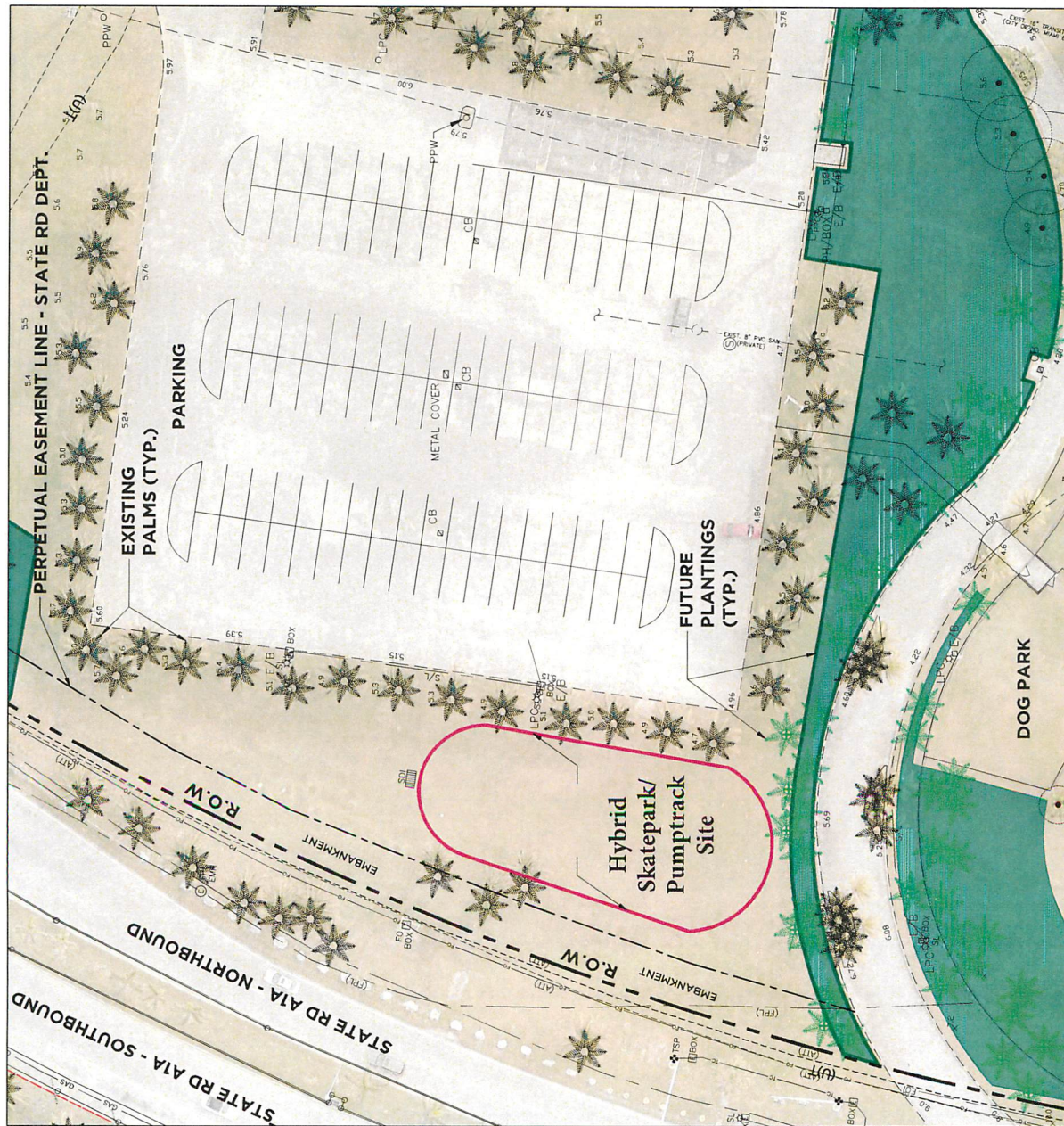
ATTEST:

Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

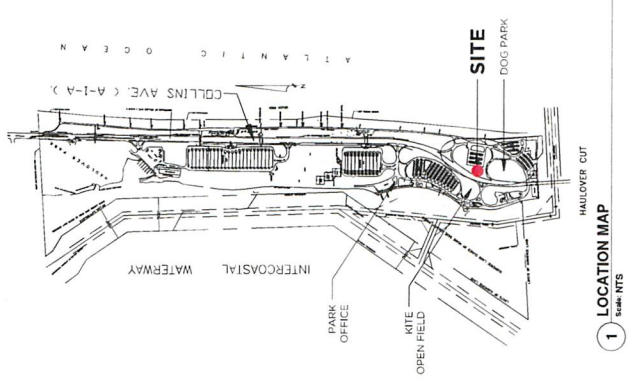


Linda Miller, Town Attorney



2 DRAFT PLAN
Scale: 24" X 36" BHT 1" = 20'

HAULOOVER PARK



1 LOCATION MAP
Scale: NTS



3 SITE PHOTO
Scale: NTS

601 McKinley
 Joplin, MO 64801
 Toll-free 877-RAMP-778
 Local 417-206-6816
 Fax 417-206-6888
sales@americanrampcompany.com



Project Description: Haulover Park, Velosolutions Pumptrack
Quote #Q21057

NJPA Contract # 030117-ARC

Florida Contractors License # CGC1518152

Category	Item	Total
Planning/Design	Velosolutions Design Package	\$ 34,500.00
Accommodations	Mobilization Housing, Per Diem, and Misc. Accommodations	\$ 28,750.00
Labor	Superintendent/Machine Operators	\$ 109,250.00
Equipment	Machines Tools Gas/Fuel, Grease, Consumables, Etc.	\$ 11,500.00
Materials	Fill, Subbase, Asphalt, etc. Drainage, Misc. Construction Materials	\$ 86,250.00
Aesthetics	Landscaping Fencing	\$ 17,250.00
Sub-Total		\$ 287,500.00
NJPA Discount - 7%		\$ (20,125.00)
Grand Total		\$ 267,375.00

Notes:

- This quote includes payment and performance bonds as required by project.
- Payment Terms are as follows: 25% Upon Contract Signing, 25% Upon Mobilization, 25% Upon completion of earthwork, 25% Balance Upon Project Completion

WE LOOK FORWARD TO BUILDING YOU A GREAT PARK!



AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 8.

ITEM: Approval of a resolution authorizing the Town Manager to sign an agreement with the Florida Department of Transportation to maintain a beautification project along a section of (SR) 922, Kane Concourse, in the area abutting the Monarch Project. Enclosed find a copy of the agreement and resolution.

DESCRIPTION:

The proposed agreement is with the Florida Department of Transportation (FDOT) for the beautification improvements of landscaping and decorative pavers along SR-922 (Kane Concourse / 96 Street) which are abutting to property located at 9580 West Bay Harbor Drive (Monarch Hotel).

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	Memorandum of Agreement - FDOT	MMOA - Bay Harbor - Permit Monarch Hotel.pdf
2.	Proposed Resolution	AGR-FDOT and town - right of way improvements - Monarch.pdf

**FLORIDA DEPARTMENT OF TRANSPORTATION
LANDSCAPE AND DECORATIVE PAVERS
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH THE
TOWN OF BAY HARBOR ISLANDS**

This **AGREEMENT**, entered into on _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **TOWN OF BAY HARBOR ISLANDS**, a municipal corporation of the State of Florida, hereinafter called the **TOWN**, and collectively referred to as the **PARTIES**.

RECITALS:

- A. The **DEPARTMENT** has jurisdiction over **State Road (SR) 922 (Kane Concourse / 96th Street)**, which is located within the limits of the **TOWN**; and
- B. The **TOWN**, pursuant to **Permit Number 2017 L 691 04**, has drafted design plans for beautification improvements along SR-922 (Kane Concourse / 96th Street), the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and
- C. The **TOWN** will install landscape and decorative pavers along SR-922 within the **PROJECT LIMITS**, in accordance with the design plans for Permit Number # 2017 L 691 04 (the "Project"); and
- D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the landscape and decorative pavers installed pursuant to the Project; and
- E. The **TOWN**, by Resolution No. _____, dated _____, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

1. RECITALS

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the landscape and decorative pavers (collectively the "**IMPROVEMENTS**") within the **PROJECT LIMITS** to the **TOWN** upon the **DEPARTMENT'S** issuance of the executed Permit to the **TOWN**.

3. TOWN'S MAINTENANCE RESPONSIBILITIES

So long as the **IMPROVEMENTS** remain in place, the **TOWN** shall be responsible for the maintenance of the same. The **TOWN** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, with respect to the landscape, the **TOWN** shall maintain same in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards, as may be amended from time to time. The **TOWN** shall further maintain the **IMPROVEMENTS** in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **TOWN'S** maintenance obligations shall include but not be limited to:

3.1 General Requirements:

- a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- b. Removing and disposing of all trimmings, roots,

branches, litter, and any other debris resulting from the activities described by 3.2 through 3.3.

- c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT'S** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT'S** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

3.2 Landscape and Irrigation:

- a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- e. Mulching all plant beds and tree rings.

- f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- h. Repairing irrigation systems as needed. Paying for all water use and all costs associated therewith.
- i. Removing and disposing of litter from roadside and median strips in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- j. Repairing all sidewalks damaged by landscaping found inside and outside the **DEPARTMENT'S** Right-of-Way.
- k. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.A through 3.J.

3.3 Decorative Pavers:

- a. Sweep the decorative pavers periodically to keep it free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.
- b. Remove and properly dispose of litter from decorative pavers.
- c. Maintain and make repairs to the decorative pavers to prevent safety hazards for those using or intending to use the sidewalk.
- d. For any routine repairs or replacement due to noticeable color scarring or surface deterioration of the pavers, the product authorized installer should be contacted.
- e. The **TOWN** shall conduct annual condition surveys of the pavers for gaps, settlement, drop-offs, and other deficiencies for the life of the adjacent areas.

- f. Gaps within the pavers shall not exceed a quarter (1/4) of an inch.
- g. Differential settlement within the pavers shall not exceed a quarter (1/4) of an inch in depth.
- h. Ensure that no edge drop-offs adjacent to the pavers exist greater than two inches (2") measured to the adjacent areas. Restored areas must have no greater than one inch (1") drop-off.
- i. When remedial action is required in accordance with the above requirements, the **TOWN** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified to or by the **TOWN**.

The **TOWN** shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintenance responsibilities.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **TOWN** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **TOWN** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **TOWN** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **TOWN's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **TOWN MANAGER**, to notify the **TOWN** of the maintenance deficiencies. From the date of receipt of the notice, the **TOWN** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS**, or a part thereof and invoice the **TOWN** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all of the **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **TOWN** the reasonable cost of such removal.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

To the TOWN: Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Attention: Town Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

- a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT'S** sole discretion. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **TOWN'S** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

- b. In the event that the **DEPARTMENT** is required to replace the sidewalk at any time as part of maintenance activities, a roadway project, or related construction activities, the **DEPARTMENT** shall replace the same as a concrete type sidewalk, and the **TOWN'S** maintenance obligations under this **AGREEMENT** shall terminate. However, the **TOWN** may, with the approval of the **DEPARTMENT**, upgrade the sidewalk type at its sole cost and expense with the understanding that the **TOWN** shall assume all maintenance obligations for the upgraded sidewalk, and enter into a new maintenance agreement.

7. TERMINATION

In addition to the provisions of Section 6(b) hereunder, this **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **TOWN** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **TOWN** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **TOWN** pertinent to this **AGREEMENT** unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days written advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.
- d. By the **TOWN**, upon thirty (30) days advance written notice to the **DEPARTMENT**.

Prior to termination of the **AGREEMENT** under this Section, the **TOWN** shall, at its sole cost and expense, remove all the **IMPROVEMENTS** and restore the area to a standard concrete sidewalk, in accordance with the **DEPARTMENT'S** guidelines,

standards, and procedures, and to the satisfaction of the **DEPARTMENT**, and shall further any remaining **IMPROVEMENTS**, and restore the area to the same or similar condition as existed prior to the installment of the **IMPROVEMENTS**, in accordance with the **DEPARTMENT'S** guidelines, standards, and procedures, and to the satisfaction of the **DEPARTMENT**.

8. TERMS

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.

- b. E-Verify

The **TOWN** shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. **(Executive Order Number 2011-02)**

The **TOWN** shall insert the above clause into any contract entered into by the **TOWN** with vendors or contractors hired by the **TOWN** for purposes of performing its duties under this **AGREEMENT**.

- c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.

- e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.
- g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT'S** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **TOWN** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **TOWN'S** exercise

or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **TOWN**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **TOWN** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the negligence of the **DEPARTMENT**.

The **TOWN's** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **TOWN's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **TOWN** of a claim shall not release the **TOWN** of the above duty to defend and indemnify the **DEPARTMENT**.

The **TOWN** shall pay all costs and reasonable attorney's fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **TOWN's** evaluation of liability or its inability to evaluate liability shall not excuse the **TOWN's** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **TOWN**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

TOWN OF BAY HARBOR ISLANDS:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:**

BY: _____
Town Manager

BY: _____
District Director of
Transportation Operations

ATTEST: _____ **(SEAL)**
Town Clerk

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY: _____
Town Attorney

BY: _____
District Chief Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the **IMPROVEMENTS** to be maintained by the **TOWN** under this **AGREEMENT**.

State Road Number: 922

Local Street Names: Kane Concourse / 96th Street

Agreement Limits: Monarch Hotel

County: Miami-Dade

EXHIBIT 'B'

TOWN OF BAY HARBOR ISLANDS RESOLUTION

To be herein incorporated once ratified by the **TOWN** Board of Commissioners.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF BAY HARBOR ISLANDS, AUTHORIZING THE TOWN TO ASSUME THE INSTALLATION AND MAINTENANCE OF LANDSCAPE AND DEORATIVE PAVERS ON STATE ROAD SR-922 (KANE CONCOURSE).

WHEREAS, the Florida Department of Transportation has jurisdiction over State Road (SR) 922 (Kane Concourse/96 Street), which is located within the limits of the Town; and

WHEREAS, the Town of Bay Harbor Islands, pursuant to Permit Number 2017 L 691 04, has drafted design plans for beautification improvements along SR-922 (Kane Concourse/96 Street), on the southwest corner of Kane Concourse and West Bay Harbor Drive (Monarch Hotel); and

WHEREAS, the Town administration respectfully requests that the Town Council authorize the execution of an agreement with the Florida Department of Transportation authorizing the Town to assume the installation and maintenance of landscape and decorative pavers on SR-922, Kane Concourse;

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

Section 1. The Town Manager is authorized to execute an agreement with the Florida Department of Transportation for the installation and maintenance of pavers and landscape improvements on SR-922, Kane Concourse, more specifically on the southwest corner of Kane Concourse and West Bay Harbor Drive.

PASSED and ADOPTED this 12th day of June, 2017 .

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.
Assistant Town Attorney

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 9.

ITEM: Approval to carry forward \$50,000 in appropriations from the 2015-2016 fiscal year into to the 2016-2017 fiscal year. Enclosed find a memorandum from Alan Short, Finance Director.

DESCRIPTION:

Appropriations in the amount of \$50,000 was approved in the 2015/2016 budget for a feasibility/cost study of Town Hall renovation. Request is being to transfer those funds to the 2016-2017 budget year.

Enclosed find a Memorandum from Finance Director.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alan Short, Finance Director

ATTACHMENTS

1.	Carry Forward Memorandum	Carryforwards 093016 Supplemental #1.doc
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TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: MAY 9, 2017
TO: RONALD J. WASSON, TOWN MANAGER
FROM: ALAN K. SHORT, FINANCE DIRECTOR
RE: CARRYFORWARD OF FUNDING INTO THE 2016/2017 BUDGET

When the Council approved carryforwards of unspent appropriations from 2015/1016 into the current 2016/2017 fiscal year, a project was inadvertently omitted. The feasibility/renovation study for modifications to Town Hall was included in the 2015/2016 budget and a contract approved in September 2016. The previously approved funding needs to be carried forward.

It is recommended that the Council approve the following appropriation carryforward:

Description	Account Number	Amount
Town Hall Feasibility/Renovation Study	001-519.0-400062.000	\$50,000
Total		\$50,000

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 10.

ITEM: Approval of an inter-local agreement between the Town of Bay Harbor Islands and Miami-Dade County for the identification and control of pollutant discharges from municipal storm sewer systems (Permit No. FLS000003). The cost impact to the Town is \$4,043.00. Enclosed find a copy of the proposed agreement.

DESCRIPTION:

The Town of Bay Harbor Islands is one of thirty-three Co-Permittees named in the Florida Department of Environmental Protection Permit Number FLS000003 Inter-local Agreement, to discharge storm water under the National Pollutant Elimination System (NPDES). The Interlocal Agreement is with Miami Dade County, who is the Permittee. This Agreement provides for the following:

1. Identification and Control of Discharges from any and all Municipal Separate Storm Sewer Systems (MS4)
2. Professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit.

The Inter-local Agreement that requires signature is attached.

RECOMMENDED ACTION:

Approve the signing of the Interlocal Agreement with Miami Dade Comty for the National Pollutant Elimination Discharge System Permit No. FLS000003.

Approve the associated expenditure of \$4,043.00 in favor of Miami Dade County with the un-budgeted amount of \$543.00 to be taken from Storm Water Reserves.

FINANCIAL ANALYSIS:

The cost of providing the services is \$4,043.00. The amount budgeted for this item was \$3,500.00.

It is recommended that the additional amount of \$543.00 be taken out of Storm Water Reserves.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Interlocal Agreement	Interlocal Agreement.pdf
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**INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES
NAMED IN NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM PERMIT NO. FLS000003 AND
MIAMI-DADE COUNTY PROVIDING FOR PERFORMANCE
OF PROFESSIONAL SERVICES BY MIAMI-DADE COUNTY,
AND ALSO BETWEEN ALL CO-PERMITTEES PROVIDING
FOR IDENTIFICATION AND CONTROL OF POLLUTANT
DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM
SEWER SYSTEMS**

This Interlocal Agreement ("Agreement") is made and entered into by, and between, all **CO-PERMITTEES** named in Florida Department of Environmental Protection Permit Number FLS000003, Authorization to Discharge under the National Pollutant Discharge Elimination System. This Agreement provides for identification and control of discharges from any and all Municipal Separate Storm Sewer Systems (MS4s) that may be shared by any of the parties to this Agreement, as required by the State of Florida Department of Environmental Protection (hereinafter referred to as DEP) pursuant to Section 403.0885, Florida Statutes, and DEP Rule 62-624, Florida Administrative Code, and the Environmental Protection Agency (hereinafter referred to as the "EPA") National Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") Permit Regulations for Storm Water Discharges Final Rule (hereinafter referred to as "NPDES Final Rule"). This Agreement further provides for the professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit that may be initiated and performed by Miami-Dade County on behalf of both the **CO-PERMITTEES** and **MIAMI-DADE COUNTY**.

Section I
Definitions

For purposes of this Agreement, the following terms shall apply:

AGREEMENT shall mean this document, including any written amendments thereto, and other written documents or parts thereof which are expressly incorporated herein by reference.

CO-PERMITTEE or CO-PERMITTEES shall mean the following municipalities and agencies named in NPDES Permit No. FLS000003 as **CO-PERMITTEES**: City of Aventura, Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, Town of Golden Beach, City of Hialeah Gardens, City of Homestead, Indian Creek Village, Village of Key Biscayne, Town of Medley, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, Town of Surfside, Village of Virginia Gardens, City of West Miami, Florida Department of Transportation (FDOT) District Six, Florida Department of Transportation (FDOT) Turnpike Enterprise, Miami-Dade Expressway Authority (MDX), and Miami-Dade County.

COUNTY shall mean Miami-Dade County

FORCE MAJEURE shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement.

MS4 shall mean municipal separate storm sewer system, as set forth in 40C.F.R.122.26.

In all other instances, terms used in this Agreement shall have the definitions contained in the EPA NPDES Final Rule 40 CFR Parts 122, 123 and 124.

Section II **Term of Agreement**

This Agreement shall become effective, and supersede the current interlocal agreement, on October 1, 2017. This Agreement shall expire on September 30, 2022, or until a replacement interlocal agreement is executed, whichever is later.

Section III **Scope of Work**

The parties hereto agree that the EPA is requiring as part of the NPDES MS4 Operating Permit the sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The parties hereby agree that the historical water monitoring annual costs (Activity 1) and the Impaired Waters Rule monitoring and analyses costs (Activity 2) attributable to this operating permit shall be shared by all **CO-PERMITTEES**, and the costs shall be based on a percentage rate obtained by dividing the number of outfalls which drain to United States bodies of water existing in the geographical boundaries of each **CO-PERMITTEE** by the total number of outfalls existing within the geographic boundaries of all **CO-PERMITTEES**.

The parties further agree that the optional sampling station costs (Activity 3) attributable to this operating permit shall be borne one hundred percent (100%) by those **CO-PERMITTEES** who elect to participate in this Activity. These costs are included in Attachment "A" of this Agreement.

Furthermore, 40 CFR 122.26(d)(2)(i)(D) requires control of pollutants through interlocal agreements, making each NPDES **CO-PERMITTEE** responsible for discharges from their MS4 to the MS4 of another NPDES **CO-PERMITTEE** or to the waters of the United States. This Agreement sets forth the agreement of the **CO-PERMITTEES** and the **COUNTY** and between all of the **CO-PERMITTEES** with respect to shared responsibilities in the identification and control of discharges from one MS4 to another.

Section IV **COUNTY's Obligations**

1. **Compliance with NPDES MS4 Operating Permit** The **COUNTY** shall perform monitoring and sampling activities as required in Miami-Dade County's NPDES MS4 Operating Permit.
2. **Permits** The **COUNTY** shall obtain all applicable federal, state and local permits and approvals (with the exception of permits and approvals required by **CO-PERMITTEES**, if any, which shall be obtained by the respective **CO-PERMITTEE**), which are required to perform activities under the NPDES MS4 Operating Permit.
3. **Report** The **COUNTY** shall provide the **CO-PERMITTEES** with a report, on an annual basis, with the results of the monitoring and sampling activities required under the NPDES Operating Permit.

4. **Notice of COUNTY Meeting** The **COUNTY** shall provide the **CO-PERMITTEES** with oral or written notice of all regular meetings held by **COUNTY** staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.

Section V **CO-PERMITTEES' Obligations**

1. **Prevention of Theft of COUNTY Equipment** The **CO-PERMITTEES** shall take reasonable steps to prevent theft or vandalism of **COUNTY** equipment located within the **CO-PERMITTEE'S** geographic boundary. The **CO-PERMITTEES** agree that such equipment may be placed within each **CO-PERMITTEE'S** geographic boundary for extended periods of time, as necessary to complete the sampling and monitoring tasks contemplated by this Agreement and the NPDES MS4 Operating Permit.
2. **Compensation** Each **CO-PERMITTEE** will reimburse the **COUNTY** for costs of activities performed over the preceding fiscal year in accordance with Attachment "A", and as specified in the Execution in Counterparts form for that fiscal year. The **COUNTY** will bill each **CO-PERMITTEE** annually, within six (6) months after the end of the fiscal year, for actual amounts expended during the prior fiscal year. Payment by the **CO-PERMITTEE** is to be made not later than forty-five (45) days after the bill presentation. Failure to pay the agreed-upon costs to the **COUNTY** in accordance with this Agreement shall be deemed default by the **CO-PERMITTEE** that fails to pay pursuant to this Agreement. The expenditures for the final fiscal year that this Agreement is valid will be invoiced by the **COUNTY** and paid by the **CO-PERMITTEES** during the following fiscal year.
3. **Access** The **CO-PERMITTEES** shall provide the **COUNTY** with reasonable access at all times as necessary to perform the sampling and monitoring required by this Agreement of any storm sewer systems which may be located within the **CO-PERMITTEE'S** geographic boundary.

Section VI **Indemnification**

Each **CO-PERMITTEE** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **CO-PERMITTEE** or its employees, agents, servants, partners, principals or subcontractors. Each **CO-PERMITTEE** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent of and within the limitations of Section 768.28 Fla Stat., and subject to the provisions of that Statute whereby the **CO-PERMITTEE** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **CO-PERMITTEE** arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **CO-**

PERMITTEE. Provided further that any **CO-PERMITTEE's** liability hereunder shall be based on that **CO-PERMITTEE's** performance of this Agreement only, and no **CO-PERMITTEE** shall be liable for indemnification based on another **CO-PERMITTEE's** performance of this Agreement.

Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.

Section VII **County Event of Default**

Without limitation, the failure by the **COUNTY** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**COUNTY** event of Default".

If a **COUNTY** event of default should occur, the **CO-PERMITTEE** shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to **COUNTY** hereunder are terminated, effective upon such date as is designated by the **CO-PERMITTEE**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section VIII **Co-Permittee Event of Default**

Without limitation, the failure by the **CO-PERMITTEE** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**CO-PERMITTEE** Event of Default".

If a **CO-PERMITTEE** Event of Default should occur, the **COUNTY** shall have all of the following rights and remedies which it may exercise singularly or in combination:

1. The right to declare that this Agreement together with all rights granted to **CO-PERMITTEE** hereunder are terminated, effective upon such date as is designated by the **COUNTY**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section IX
General Provisions

1. **Authorization to Represent the CO-PERMITTEE in NPDES MS4 Operating Permit** Each **CO-PERMITTEE** hereby authorizes the **COUNTY** to act on its behalf only with respect to: the activities under this Agreement; and compliance with requirements of those monitoring, sampling, BMP, and BMAP portions under the NPDES MS4 Operating Permit.
2. **Attendance at COUNTY Permit Review Meetings.** The **CO-PERMITTEES** may, but are not required to, attend any or all regular meetings held by **COUNTY** staff for the purpose of reviewing the status of the NPDES MS4 Operating Permit.
3. **Responsibility for Discharges** The **CO-PERMITTEES** shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective MS4 or boundaries to the municipal separate storm sewer system of another NPDES MS4 **CO-PERMITTEE**, pursuant to the requirements of 40CFR 122.26(d)(2)(i)(D).
4. **Identification of Discharges** Both the **CO-PERMITTEE** whose stormwater system generates a pollutant discharge that impacts another **CO-PERMITTEE'S** system and the impacted **CO-PERMITTEE** agree to cooperate by providing the staff and equipment necessary to identify the source of pollutant discharges emanating from the separate storm sewer system of one **CO-PERMITTEE** to the separate storm sewer system of another **CO-PERMITTEE**.
5. **Notification** When pollutant discharges to a shared separate storm sewer system are discovered, the **CO-PERMITTEES**, or **COUNTY**, or any of the foregoing, as applicable, which are the source of the discharge(s) agree to report said discharges to the other affected parties sharing the particular MS4. The **COUNTY** shall assist, as needed, in any investigation and identification of a source of the discharge. If the **COUNTY** discovers a discharge in the separate storm sewer system of a **CO-PERMITTEE** or the **COUNTY**, the **COUNTY** will investigate the source of the discharge and report its findings to the affected NPDES **CO-PERMITTEES**. When an investigation specifically identifies a NPDES **CO-PERMITTEE** as the source of a pollutant discharge, then that **CO-PERMITTEE** shall be responsible for ceasing the discharge and remediating the effects of the discharge by restoring the affected MS4 in accordance with applicable standards.
6. **Dispute Resolution** When the parties sharing a MS4 cannot agree on the source of a discharge to their shared MS4, the State of Florida Department of Environmental Protection, Bureau of Watershed Management, shall be the final arbiter in determining jurisdiction and responsibility for cessation of discharge, remediation, and final resolution.
7. **Termination** Each party may terminate that particular party's participation in this Agreement without cause by providing sixty (60) days prior written notice of termination to the other parties to this Agreement. **CO-PERMITTEES** shall be entitled to reimbursement of monies paid to the **COUNTY** only in the event of termination without cause by the **COUNTY**, and the **CO-PERMITTEE** shall then be entitled to such reimbursement only to the extent that services providing information useful to the

NPDES MS4 Permit have not been rendered by the **COUNTY**. Upon termination by any party, the NPDES MS4 Operating Permit status of that party shall be the sole responsibility of that party.

In the event of termination by a **CO-PERMITTEE**, that **CO-PERMITTEE** shall owe the **COUNTY** for all services rendered or performed by the **COUNTY**, including those which had not yet been invoiced or billed to the **CO-PERMITTEE**. Upon receiving invoice from the **COUNTY** for such services, the **CO-PERMITTEE** shall promptly pay the **COUNTY** in full, no later than thirty (30) days from receipt of invoice.

8. **Entire Agreement; Prior Agreements Superseded; Amendment to Agreement** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto or their representatives.
9. **Headings** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.
10. **Notices and Approval** Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties listed in Section I of this Agreement.
11. **Performance by Parties** Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.
12. **Rights of Others** Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
13. **Time is of Essence** It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.
14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States. The **COUNTY** and the **CO-PERMITTEE** agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.
15. **Severability** The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.

16. **Waiver** There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.
17. **Number of Outfalls** If requested, the **COUNTY** will review and adjust on an annual basis the number of outfalls of each **CO-PERMITTEE** during the month of March for each fiscal year the Agreement is in effect. Adjustments made, if any, will be in effect for the upcoming fiscal year, to recalculate each **CO-PERMITTEE'S** share of the total annual costs. **CO-PERMITTEES** may submit relevant outfall information to be included in the review during a two month period, from January 1st to February 28th of the year immediately preceding the start of the fiscal year of the intended changes. In the event of a change, an updated Attachment "A" shall be provided to **CO-PERMITTEES** annually by March 31st for budgetary purposes.
18. **Maximum Annual Costs** Each **CO-PERMITTEE'S** maximum (not to exceed) financial commitment under this Agreement is shown in Attachment "A". It should be noted that the **CO-PERMITTEE'S** cost share may change (+/-) based on any changes made to the Number of Outfalls during the annual reviews. Such changes shall be reflected in an updated Attachment "A". Actual annual expenditures invoiced by the **COUNTY** for water quality monitoring and related activities, IWR, and Optional Sampling Station activities performed, will not exceed the **CO-PERMITTEE'S** total annual cost shown in Attachment "A" for that fiscal year.

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The FDOT District Six and FDOT Turnpike Enterprise are both co-permittees but will execute separate agreements with Miami-Dade County, which are similar in scope and intent to this Agreement, due to requirements of the respective FDOT entities.

IN WITNESS WHEREOF, _____ "*enter municipality's name*" _____,
FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager / Mayor or his designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 and 2 (Water Monitoring and Impaired Waters Rule)

- ☐ Yes, we wish to participate
- ☐ No, but we reserve the right to request participation in subsequent fiscal years

Activity 3 (Additional Sampling Station)

- ☐ Yes, we wish to participate
- ☐ No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place. These modifications must be formally requested between January 1 and February 28 in order to become effective for the following fiscal year and for the duration of the Agreement unless further modifications are made by executing a new "Execution in Counterparts" form.

Name of Manager / Mayor (print)

Signature

Date

Name of Clerk / Legal Representative (print)

Signature

Date

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached.

MIAMI-DADE COUNTY
Stephen P. Clark Center
111 N.W. 1 Street
Miami, FL 33128

Mayor or Mayor's Designee

Date

HARVEY RUVIN, CLERK
Attest:

Deputy Clerk

Date

ATTACHMENT "A" - NPDES Interlocal Agreement Water Monitoring Costs
Fiscal Year 2017/18 to 2021/22

	Municipality/Agency	Number of Outfalls	Percent of Total Outfalls	Activity 1		Activity 2		Activity 1+2		Activity 3		Activity 1+2+3
				Historical Monitoring and Analyses	IWR Monitoring and Analyses	Water Monitoring Annual Cost (not-to-exceed)	Optional Sampling Station	Co-Permittee's Total Annual Cost (not to exceed)				
1	Aventura, City of	168	2.1	\$10,287	\$2,290	\$12,577	\$6,000	\$18,577			\$18,577	
2	Bal Harbour Village	10	0.1	\$612	\$136	\$749		\$749			\$749	
3	Bay Harbor Islands, Town of	54	0.7	\$3,307	\$736	\$4,043	\$6,000	\$10,043			\$10,043	
4	Coral Gables, City of	109	1.4	\$6,675	\$1,486	\$8,160		\$8,160			\$8,160	
5	Cutler Bay, Town of	157	2.0	\$9,614	\$2,140	\$11,754	\$6,000	\$17,754			\$17,754	
6	Doral, City of	352	4.4	\$21,555	\$4,797	\$26,352	\$6,000	\$32,352			\$32,352	
7	El Portal, Village of	6	0.1	\$367	\$82	\$449		\$449			\$449	
8	Golden Beach, Town of	8	0.1	\$490	\$109	\$599	\$6,000	\$6,599			\$6,599	
9	Hialeah Gardens, City of	7	0.1	\$429	\$95	\$524	\$6,000	\$6,524			\$6,524	
10	Homestead, City of	168	2.1	\$10,287	\$2,290	\$12,577		\$12,577			\$12,577	
11	Indian Creek Village	16	0.2	\$980	\$218	\$1,198	\$6,000	\$7,198			\$7,198	
12	Key Biscayne, Village of	33	0.4	\$2,021	\$450	\$2,470	\$6,000	\$8,470			\$8,470	
13	Medley, Town of	44	0.5	\$2,694	\$600	\$3,294	\$6,000	\$9,294			\$9,294	
14	Miami Beach, City of	306	3.8	\$18,738	\$4,170	\$22,908	\$6,000	\$28,908			\$28,908	
15	Miami Gardens, City of	298	3.7	\$18,248	\$4,061	\$22,309	\$6,000	\$28,309			\$28,309	
16	Miami Lakes, Town of	221	2.8	\$13,533	\$3,012	\$16,545		\$16,545			\$16,545	
17	Miami Shores, Village of	32	0.4	\$1,960	\$436	\$2,396		\$2,396			\$2,396	
18	Miami Springs, City of	23	0.3	\$1,408	\$313	\$1,722		\$1,722			\$1,722	
19	North Bay Village, City of	65	0.8	\$3,980	\$886	\$4,866	\$6,000	\$10,866			\$10,866	
20	North Miami Beach, City of	204	2.5	\$12,492	\$2,780	\$15,272		\$15,272			\$15,272	
21	North Miami, City of	115	1.4	\$7,042	\$1,567	\$8,609		\$8,609			\$8,609	
22	Opa-locka, City of	18	0.2	\$1,102	\$245	\$1,348	\$6,000	\$7,348			\$7,348	
23	Palmetto Bay, Village of	98	1.2	\$6,001	\$1,336	\$7,337		\$7,337			\$7,337	
24	Pinecrest, Village of	58	0.7	\$3,552	\$790	\$4,342		\$4,342			\$4,342	
25	South Miami, City of	31	0.4	\$1,898	\$422	\$2,321	\$6,000	\$8,321			\$8,321	
26	Sunny Isles Beach, City of	66	0.8	\$4,041	\$900	\$4,941		\$4,941			\$4,941	
27	Surfside, Town of	5	0.1	\$306	\$68	\$374	\$6,000	\$6,374			\$6,374	
28	¹ Virginia Gardens, Village of	1	0.0	\$61	\$14	\$75	\$6,000	\$6,075			\$6,075	
29	¹ West Miami, City of	1	0.0	\$61	\$14	\$75	\$6,000	\$6,075			\$6,075	
30	FDOT District VI	1,469	18.4	\$89,954	\$0	\$89,954		\$89,954			\$89,954	
31	FDOT Turnpike Enterprise	574	7.2	\$35,149	\$0	\$35,149		\$35,149			\$35,149	
32	MDX	456	5.7	\$27,923	\$0	\$27,923		\$27,923			\$27,923	
33	Unin. Miami-Dade County	2,829	35.4	\$173,233	\$38,556	\$211,789		\$211,789			\$211,789	
ANNUAL TOTALS (Not to Exceed)				\$490,000	\$75,000	\$565,000	\$102,000	\$667,000				
Excluding FDOT VI, FTE, & MDX												

¹ Municipalities with no outfalls have been assigned a value of one outfall

Activity 1 - Historical sampling, monitoring, lab analyses, and annual results analyses report

Activity 2 - Fecal Impaired Waters Source Reduction Plan: 10 additional stations, lab analyses, data review, QA/QC. Excludes FDOT VI, FTE, & MDX

Activity 3 - Optional: Co-Permittees with no monitoring station

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 11.

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

DESCRIPTION:

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

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Analily Perez

ATTACHMENTS

1.	MUTUAL AID AGREEMENT	DOC051617-003.pdf
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**MUTUAL AID AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI POLICE DEPARTMENT
AND THE TOWN OF BAY HARBOR ISLANDS POLICE DEPARTMENT**

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

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the two municipalities located in Miami-Dade County; and

WHEREAS, the two participating municipalities, the **City of North Miami** and the **Town of Bay Harbor Islands**, have the authority to enter into a mutual aid agreement with one another pursuant to Chapter 23, Florida Statutes, Florida Mutual Aid Act.

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

1. Short title: Mutual Aid Agreement.

2. Description: Because this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement (“Agreement”) combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
 - a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective, participating municipalities/political subdivisions to this agreement and shall become incorporated into this Agreement. The declaration may be amended or supplemented at any time by these concerned agency heads by filing subsequent declarations with the clerks of the respective, participating municipalities/political subdivisions.
 - b. **Agency or participating law enforcement agency:** The **City of North Miami Police Department** and the **Town of Bay Harbor Islands Police Department**.
 - c. **Department Head:** The Chief of the **City of North Miami Police Department**, or the Chief’s designees, and the Chief of Police of the **Town of Bay Harbor Islands Police Department**, or the Chief’s designees.
 - d. **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.
4. Operations:
 - a. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration which shall become part of this Agreement, an authorized representative of the City requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.

- b. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
- c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

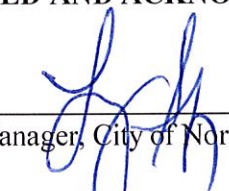
5. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that the employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of any action.

- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of the aid, and shall defray the actual travel and maintenance expenses of the employees while they are rendering aid. Compensation shall include any amounts for compensation due to personal injury or death while such employees are engaged in rendering aid. Compensation shall also include all benefits normally due the employees.
 - d. All exemptions from ordinance and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification, Hold Harmless:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of the providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
7. **Forfeitures:** It is recognized that during the course of the operation of this agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **December 31, 2021**. Under no circumstances may this Agreement be renewed, amended, or extended other than in writing.
10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Agency heads of the parties.

AGREED AND ACKNOWLEDGED this 13TH day of April, 2017.



City Manager, City of North Miami, FL

Town Manager, Town of Bay Harbor Islands, FL

ATTEST:



City Clerk, City of North Miami, FL

ATTEST:

Town Clerk, Town of Bay Harbor Islands, FL

APPROVED AS TO FORM:



City Attorney
City of North Miami, FL

APPROVE AS TO FORM:

Town Attorney
Town of Bay Harbor Islands, FL

**JOINT DECLARATION OF THE CHIEF OF
THE CITY OF NORTH MIAMI POLICE DEPARTMENT AND
THE CHIEF OF THE TOWN OF BAY HARBOR ISLANDS POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

participating in law enforcement activities that are preplanned and approved
by each respective agency head, or

appropriately dispatched in response to a request for assistance from
the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, entered into by the **Town of Bay Harbor Islands**, Florida, and the **City of North Miami**, Florida, it is declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. This list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations;
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes;
3. Any natural disaster;
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;
5. Terrorist activities including, but not limited to, acts of sabotage;
6. Escapes from or disturbances within detention facilities;
7. Hostage and barricaded subject situations, and aircraft piracy;
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls;
9. Enemy attack;
10. Transportation of evidence requiring security;
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions;

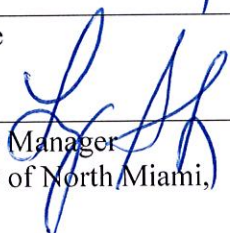
12. Security and escort duties for dignitaries;
13. Emergency situations in which one agency cannot perform its functional objective;
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information;
15. Joint training in areas of mutual need;
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call;
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within the respective municipal boundaries;
18. The agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency;
19. The agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completely by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction in which the incident occurred regardless of which agency completed the original offense incident report;
20. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, the property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The jurisdiction of civil forfeiture action shall be filed by the seizing agency;
21. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of this Mutual Aid Agreement.

This Amendment shall become effective upon the signing of both Cities and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

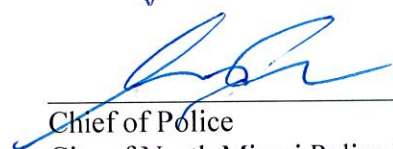
I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the Town of Bay Harbor Islands Police Department and the City of North Miami Police Department.

4-19-17

Date



City Manager
City of North Miami, Florida



Chief of Police
City of North Miami Police Department

Date

Town Manager
Town of Bay Harbor Islands, Florida

Chief of Police
Town of Bay Harbor Islands
Police Department

RESOLUTION NO. 2017-R-22

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA APPROVING
THE EXECUTION OF A MUTUAL AID AGREEMENT AND
JOINT DECLARATION BETWEEN THE CITY OF NORTH
MIAMI AND THE TOWN OF BAY HARBOR ISLANDS TO
PROVIDE ADEQUATE LEVELS OF POLICE SERVICES;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the entering of a mutual aid agreement between municipalities is authorized by Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City of North Miami and the Town of Bay Harbor Islands are desirous of entering into a Mutual Aid Agreement and Joint Declaration with each other to provide adequate levels of police service to ensure the public safety of their residents; and

WHEREAS, the Mayor and City Council wish to approve and authorize the execution of the Mutual Aid Agreement with the Town of Bay Harbor Islands and the accompanying Joint Declaration will benefit the residents of the City of North Miami and should be entered into with the Town of Bay Harbor Islands.

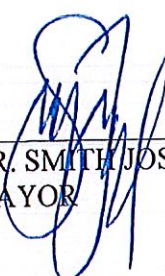
**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA, AS FOLLOWS:**

Section 1. **Approval of Agreement and Joint Declaration.** The City Council hereby approves the Mutual Aid Agreement and Joint Declaration between the City of North Miami and the Town of Bay Harbor Islands attached as "Exhibit 1."

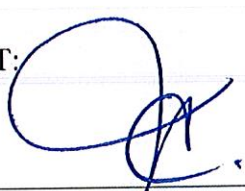
Section 2. **Authority of City Manager and Police Chief.** The City Manager and the Chief of Police are authorized to execute the Mutual Aid Agreement and Joint Declaration attached as "Exhibit 1" with the Town of Bay Harbor Islands.

Section 3. **Effective Date.** This Resolution will be effective upon adoption.

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


DR. SMITH JOSEPH
MAYOR

ATTEST:


MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


JEFF W. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Gavlin

Seconded by: Desulme

Vote:

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

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

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 12.

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

DESCRIPTION:

This agreement would permit operational assistance of routine law enforcement functions in daily and emergency situations

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Analily Perez

ATTACHMENTS

1.	Mutual Aid Agreement City of Aventura and the Town of Bay Harbor Islands	DOC052517.pdf
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MUTUAL AID AGREEMENT
Between the City of Aventura Police Department
and the Town of Bay Harbor Islands Police Department

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

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that the City of Aventura , subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement
2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in

3. **Definitions:**

a) **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration between the City of Aventura and the Town of Bay Harbor Islands Police Department is attached hereto as Exhibit "A" and is hereby incorporated by reference. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations, subject to the approval of the legal counsel of their respective political subdivisions, and filed with the Clerks of the respective political subdivisions.

b) **Agency or participating law enforcement agency:** Either the City of Aventura Police Department or the Town of Bay Harbor Islands Police Department.

c) **Agency head:** Either the Chief of the City of Aventura Police Department, or the Chief's designees; and the Chief of Police of the Town of Bay Harbor Islands Police Department, or the Chief's designees.

d) **Participating municipal police department:** The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

e) **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

a) All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d) All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

e) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing body having budgetary jurisdiction to reimburse the assisting agency for any actual costs of expenses incurred by the assisting agency performing hereunder.

f) The resources of facilities that are assigned shall be under the immediate command of a supervising officer designated by the assisting party. Such

supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

g) In accordance with Section 23.127(1), Florida Statutes, whenever the employees of the responding agencies are rendering aid outside their jurisdiction pursuant to this agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed or appointed.

h) Each municipality will bear the liability arising from the acts undertaken by its personnel pursuant to this agreement. All of the privileges and immunity from liability, exemptions from laws, ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective function within the territorial limits of their respective public agencies shall apply to them in the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Mutual Aid Agreement. This section shall apply with equal effect to paid, volunteer, and auxiliary employees.

i) Should either of the participating municipal police departments receive reimbursement for expenditures from a third party for a mutual aid event covered by this Agreement, the other participating municipal police department shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

- 6. Indemnification:** The Town of Bay Harbor Islands shall hold harmless, defend and indemnify Aventura in any suit, action or claim for damages resulting from any and all the acts or conduct of The Town of Bay Harbor Islands employees, representatives, or agents performing under the terms of this Agreement. The City

of Aventura shall hold harmless, defend and indemnify The Town of Bay Harbor Islands in any suit, action or claim for damages resulting from any and all acts or conduct of Aventura's employees, representatives, or agents performing under the terms of this Agreement, subject to Chapter 768, Florida State Statutes. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party. This provision shall not impair or preclude reimbursement of cost by the requesting law enforcement agency.

7. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The municipality in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have priority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Agreement, but may allow the other municipality to prosecute the forfeiture with the written authorization of the legal counsel for each municipality. Upon a successful forfeiture prosecution, the forfeiting agency shall share the proceeds with the assisting agency in an amount commensurate with that agency's level of participation. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes. Whenever an officer is rendering assistance pursuant to this Mutual Aid Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted,

contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

9. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a mutual aid event as it may pertain to this Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
 - a. The identity of the complainant.
 - b. An address where the complaining party can be contacted.
 - c. The specific allegation
 - d. The identity of the employees accused without regard as to agency affiliation.If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.
10. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including July 01, 2022. Under no circumstances may this Agreement be renewed, amended or extended except in writing.
11. **Cancellation:** This Agreement may be canceled by either party upon sixty-(60) day's written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this _____ day of _____ 2017

City Manager,
City of Aventura, Florida

City Manager,
Town of Bay Harbor Islands, Florida

ATTEST:

ATTEST:

City Clerk,
City of Aventura, Florida

City Clerk,
Town of Bay Harbor Islands, Florida

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

City Attorney,
City of Aventura, Florida

City Attorney,
Town of Bay Harbor Islands, Florida

**JOINT DECLARATION BETWEEN THE CITY OF AVENTURA AND
THE TOWN OF BAY HARBOR ISLANDS PURSUANT TO A
MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- Participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- Appropriately dispatch in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of Aventura, Florida and the Town of Bay Harbor Islands, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

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

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

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police or designee.
2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

AGREED TO AND ACKNOWLEDGED this

day of _____, 2017

Eric M. Soroka
City Manager
City of Aventura

Date: _____

Bryan Pegues
Chief of Police
City of Aventura

Date: _____

ATTEST:

City Clerk
City of Aventura

Date: _____

Approved as to form
and legal sufficiency:

City Attorney
City of Aventura

Date: _____

Ronald Wasson
Town Manager
Town of Bay Harbor Islands

Date: _____

Sean Hemingway
Chief of Police
Town of Bay Harbor Islands

Date: 5/25/17

ATTEST:

Town Clerk
Town of Bay Harbor Islands

Date: _____

Approved as to form
and legal sufficiency:

Town Attorney
Town of Bay Harbor Islands

Date: _____

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 13.

ITEM: In accordance with Section 2-1.3 of the Town Code, the Town Manager requests **approval** of an expenditure in the amount of \$8,443 in favor of DevonAir Mechanical, Inc. for the emergency replacement of the A/C compressor at the Community Center.

DESCRIPTION:

The **Community Center** has been experiencing problems with the AC. It was determined that we need to replace the compressor and the repairs were completed last week. While this was not a full on emergency, we treated it as such. We requested bids from five A/C companies, three did not respond (Trane, Ed Helms, and Air & Heat Unlimited) We secured two written bids (attached) and got a very good price for the new equipment and installation.

I'm requesting approval of this expenditure per Town Code Section 2-1.3, Emergency Procurement. The expenditure was not budgeted, therefore an appropriation from the General Reserve Funds is required.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	A/C compressor bids	ac bids.pdf
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Proposal 41863S

Date: May 31, 2017

Bill to: Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Service location: Same

Attention: Randy Daniel

Email: rdaniel@bayharborislands.net

We hereby submit specifications and estimates for: **Replacing one faulty compressor in unit (S#C09F00249) that serves THE COMMUNITY CENTER, this includes following:**

- Shut down the unit and lock out tag out the service disconnect
- Recover the refrigerant per EPA guidelines and regulations
- Remove one defective compressor from the tandem pair of compressors and replace with one new **TRANE SUPPLIED, "SERVICE FIRST"** compressor
- Install liquid line filter dehydrator, add acid neutralizer to the system
- Pressurize the system with dry nitrogen and leak check the system, repair leaks as necessary if feasible
- Evacuate the system of system of moisture and non-condensables
- Replace one compressor contactor
- Recharge with recovered refrigerant
- Start the unit and verify the proper operation of the system, advise customer if additional problems found at compressor startup
- Prior service calls, code changes or upgrades not included in this proposal
- Also includes necessary labor during **NORMAL** working hours, hauling, supervision, cleanup, and startup to complete all work inclusive of this agreement.

Exclusion: Refrigerant is not included. Any refrigerant needed will be charged by the pound.

Please be aware this compressor is not in stock locally, will have to be shipped in, lead time 3-7 working days from date of purchase order.

Warranty: DebonAir to provide a thirty (30) day labor service during normal working hours. Manufacturer to provide 1 year limited warranty.

Preventive Maintenance Excluded.

We propose hereby to furnish material and labor-complete in accordance with these specifications, for the sum of:

Six Thousand Nine Hundred Forty Three Dollars\$6,943.00

OPTION FOR NEXT DAY AIR COMPRESSOR SHIPPING please add \$1,500.00 TO QUOTED PRICE ABOVE.

OPTION FOR SECOND DAY AIR SHIPPING please add \$750.00 TO QUOTED PRICE ABOVE.

Terms: Net 15 days.

DebonAir Authorized Signature: Rick Moreland **Date:** May 31, 2017

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days. This proposal is also subject to price modifications after thirty (30) days.

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event DebonAir Mechanical, Inc. employs an attorney to enforce this agreement or to collect any delinquent payments, customer agrees to pay all costs of court and reasonable attorney fees incurred or expended by DebonAir Mechanical, Inc., including appeals.

Approval Signature: _____ **Date:** _____

Printed: _____ **Title:** _____

DebonAir Mechanical, Inc.

13972 NW 60 Ave • Miami Lakes, FL 33014 • Dade: (305) 826-2240 • Toll Free: (800) 447-1562

CMC051447

Airstron, Inc.

Proposal

AIR CONDITIONING/REFRIGERATION
SALES/SERVICE/INSTALLATIONS
1559 SW. 21st Avenue, Ft Lauderdale, FL 33312
Dade (305) 940-2962 · Broward (954) 923-1654
CAC023473

Date: 6/1/17

Proposal Submitted To: Randy Daniels

Name: Bay Harbor T.H.

Street: 9665 Bay Harbor Terr.

City: Bay Harbor Is.

State: Fl. 33154

Telephone Number:

Work To Be Performed At: Parking Gar.
Street:

City: State: Fl.

Date of Plans:

Architect:

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of
Replace one of the compressors in the 30 ton air-cooled condensing unit. Includes pump out of Freon,
remove and replace compressor, replace drier, start up & recharge system, check operation. \$8794.00
Clean air-cooled condenser coils. \$1060.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and
specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
Dollars \$ 9854.00 TOTAL Both Jobs.

With payments to be made as follows: #5% on acceptance, balance on completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an
extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry
fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to
be taken out by Airstron, Inc.

Purchaser (Debtor) agrees to pay all cost of Collection damages, including a reasonable attorneys fee for collecting this account or repossessing the said property, whether Suit be brought or not. The Purchaser
(Debtor) agrees that the said materials above described will not be removed from above address without prior written consent of Airstron Inc., The Seller (Secured Party). Purchaser (Debtor) waives demand
and all requirements to hold it liable. All delinquent payments shall bear interest at 11 2/3% per month until paid.

If Airstron Inc. is required to make repairs occasioned by improper operation; damage caused by electrolytic action (either battery action or stray currents); negligence or misuse of the equipment or due to any
cause beyond our control, purchaser shall reimburse Airstron; for the expenses incurred in making such repairs. It is mutually understood that replacement parts, refrigerant and service
materials must be purchased by you, from us, at our regular selling prices, and installed by us, during the terms of this contract. Any repairs, refrigerant, chemicals and supplies deemed necessary and
recommended by so for efficient operation of your installation are to be authorized by you. Unless these recommendations are accepted by you and authorization given to perform this Service, we will not
furnish emergency service. Airstron shall not be liable for injuries to persons, or damages to property, except those due to the negligent acts or omissions of Airstron employees. In no event shall Airstron be
liable for any form of damage to the equipment listed in this agreement. This contract contains the entire agreement between the parties and shall become effective on the date shown below, provided it has
been accepted by you and approved by us. If the customer is a corporation, or any other entity created by law, then the person executing this agreement on behalf of the customer is hereby executing this
agreement as an authorized agent of the customer and in addition hereto agrees to serve as a guarantor, and is personally liable for all the debts of the customer, company or corporation arising out of this
contract. Any modifications in this Agreement must be done in writing and executed by all parties. It is hereby agreed by the parties that venue or jurisdiction to any litigation arising out of the terms of this
contract shall be in Dade County, Florida In the event that any provisions of this contract are found to be illegal, unenforceable or void, by any Court of law, then the remaining provisions shall remain in full
force and effect.

This Proposal may be withdrawn by us if not accepted within 30 Days

Respectfully Submitted Jim Devlin

Per:

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work
as specified. Payment will be made as outlined above.

Accepted _____

Signature _____

Date _____

Signature _____

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 14.

ITEM: Consideration and Approval of a charity donation requested by Council Member Fuller in the amount of \$1,000 to the Love Fund in memory of Officer Craig Rupp (Officer Rupp was Chief Sean Hemingway former partner on the force at the City of Pembroke Pines)

DESCRIPTION:

Officer Craig Rupp passed away unexpectedly on Thursday, June 1, 2017 at the age of 46. He was a well respected and honorable Police Officer that retired on May 16, 2016 after 25 years of service. He was also the former partner of Bay Harbor Islands, Chief of Police, Sean Hemingway.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Officer Craig Rupp	Office Craig Rupp.pdf
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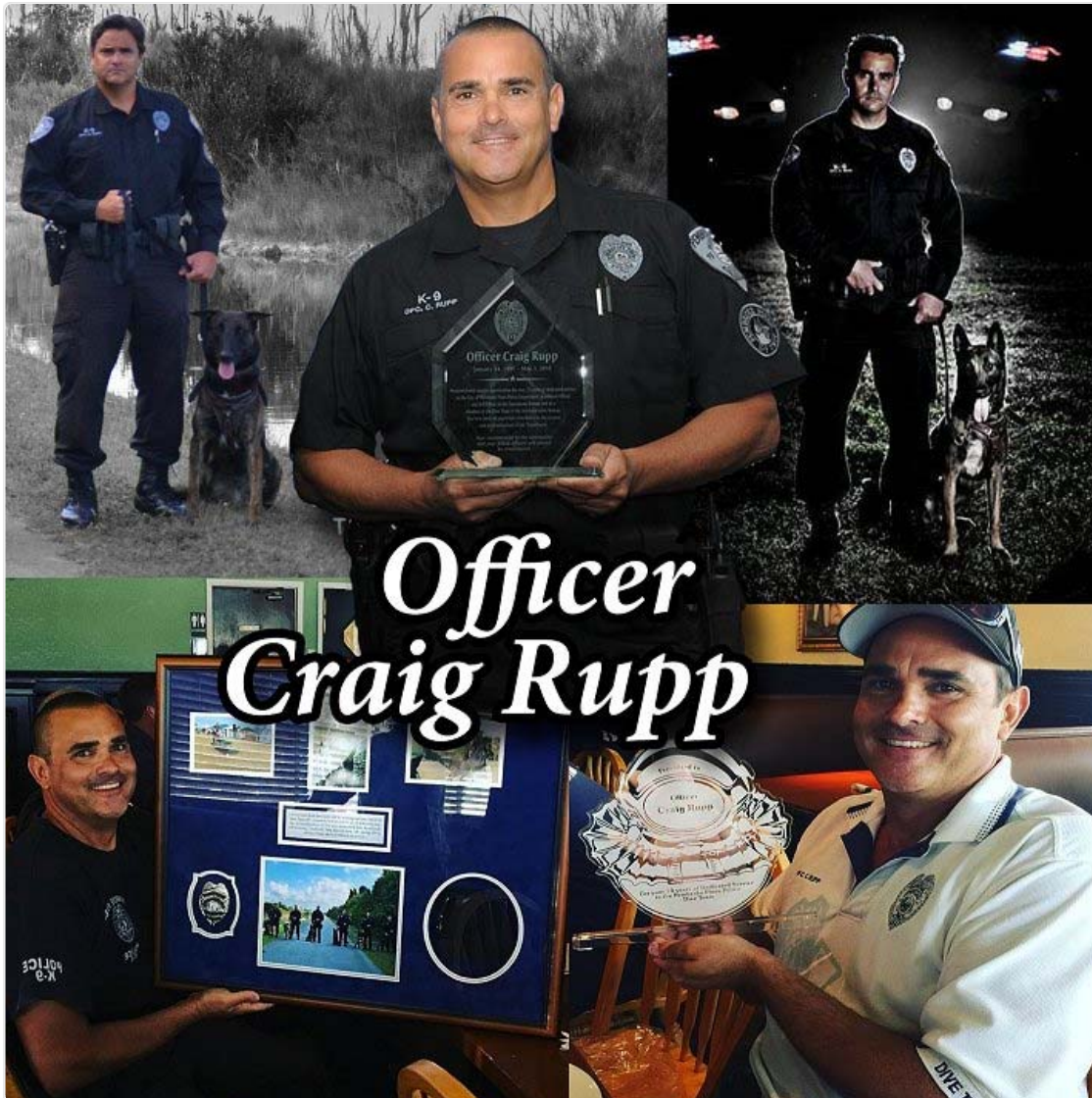
Pembroke Pines PD

@PPinesPD

Follow



It is with a heavy heart that we announce the sudden passing of Officer Craig Rupp, a 25-year veteran with the PPPD;
ow.ly/7FvC30ceAFC



RETWEETS
20

LIKES
29



11:32 AM - 1 Jun 2017

6

20

29



Rev Michael Calderin @mjcalderincap · Jun 2



AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 15.

ITEM: Consideration and Approval requested by Mayor Leonard of a scholarship award in the amount of \$500 to the Bay Harbor Islands Police Explorer Academy.

DESCRIPTION:

The scholarship funds would help fund low income teenager interested in joining the Town of Bay Harbor Islands Police Explorer Program.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 16.

ITEM:

Consideration and **Approval** requested by Mayor Leonard of scholarship award in the amount of \$500 to the Pompano Beach Police Explorer Academy in memory of Officer Scott Winters.

DESCRIPTION:

The funds will help any low income students interested in joining the the City of Pompano Beach Police Explorer Program.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 17.

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

DESCRIPTION:

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

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

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

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

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

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

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

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

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

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

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

Sec. 20-9. Sewer service- Rates.

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

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

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

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

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

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

Section 2. **Penalties**

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

Section 3. **Severability**

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

Section 4. **Inclusion in the Code**

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

Section 5. **Effective Date**

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

PASSED this __ day of _____ on first reading.

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

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 18.

ITEM: Discussion and possible action requested by Mayor Leonard of a proposal by Florida International University in the amount of \$12,988 to perform a study for the creation of an Interlocal Shuttle Bus System between the Town of Bay Harbor Islands, Bal Harbour Village and the Town of Surfside. Enclosed please find a proposal from the Florida International University to assist the three municipalities in coordinating a unified shuttle bus system.

DESCRIPTION:

Since the creation of the Citizen Independent Transportation Trust, many municipalities throughout Miami-Dade County have implemented a shuttle bus system to provide an additional transit options for their residents. The Town of Bay Harbor Islands, the Town of Surfside and Bal Harbour Village each have their own shuttle bus system.

For some time now, the Town of Bay Harbor Islands, Bal Harbour Village and the Town of Surfside have been exploring improved efficiency with the possibility of a coordinated unified bus system.

The proposal from Florida International University is attached as well as a letter from the Town Manager of Surfside.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

The total cost of the proposal is \$38,964, which will be divided up equally among the three municipalities. The amount requested from the Town is \$12,988. This amount is budgeted.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Letter from Surfside	Letter -- FIU Proposal - Interlocal Shuttle Bus System - Surf Bal Bay.pdf
2.	FIU Proposal	FIU Interlocal Shuttle Proposal.pdf



TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

SENT BY EMAIL: jgonzalez@balharbour.org, rwasson@bayharborislands.net

January 15, 2016

Jorge Gonzalez, Village Manager
655 96th Street
Bal Harbour, FL 33154

Ronald Wasson, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**REF: FIU Proposal - Interlocal Shuttle Bus System for Town of Surfside,
Village of Bal Harbour and Town of Bay Harbor Islands**

Dear Gentlemen:

The Town of Surfside contacted Florida International University ("FIU") Lehman Center for Transportation Research (LCTR) to assist Surfside, Bal Harbour and Bay Harbor Islands to coordinate a unified shuttle bus system for the transportation needs of the residents of the three municipalities. An additional objective is to provide better connectivity to Miami Beach, Sunny Isles and Miami-Dade Transit systems.

FIU provided the attached Proposal (Attachment "A") which identifies a series of work tasks to be conducted with the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands. These tasks include meeting with staff and elected officials, collecting data and information, conducting community outreach meetings, analyzing the data and information and designing a new shuttle bus service. The Final Report will include recommendations on cost saving measures.

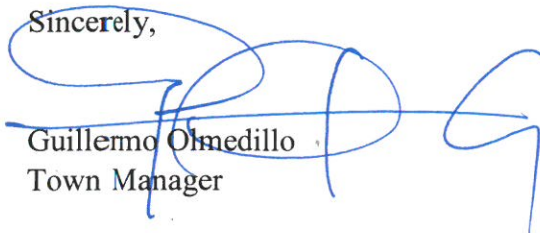
On January 12, 2016, the Town of Surfside Commission directed Town Administration to secure a funding commitment from the Village of Bal Harbour and Town of Bay Harbor Islands for their equal portion of the cost of the Proposal.

The total cost for the project is \$38,964. This payment includes the proportional funding received from Bal Harbour and Bay Harbor Islands and Surfside's portion from the Citizens Initiative Transportation

Tax ("CITT") of \$12,988. Upon receipt of payment from Bal Harbour and Bay Harbor Islands, the Town of Surfside will prepare an Interlocal Agreement with FIU and the municipalities.

Please confirm your participation and preferred method of payment.

Sincerely,



Guillermo Olmedillo
Town Manager

Cc: Linda Miller, Town Attorney
Donald Nelson, Finance Director
Duncan Tavares, Director of Tourism, Economic Dev. & Community Services

Attachment

(Original file: Tourist Bureau)

Town of Surfside, Bal Harbour Village, and Bay Harbor Islands Interlocal Shuttle System Proposal

Submitted by

Fabian Cevallos, Ph.D.
Transit Program Director
Lehman Center for Transportation Research (LCTR)
Florida International University (FIU)
10555 West Flagler Street, EC 3609
Miami, FL 33174
Phone: (305) 348-3144
Email: fabian.cevallos@fiu.edu

Submitted to:

Duncan Tavares
Director of Tourism, Economic Development
& Community Services
Town of Surfside
9293 Harding Ave
Surfside, FL 33154
Phone: 305-864-0722 | Fax: 305-861-1302
Email: dtavares@townofsurfsidefl.gov

BACKGROUND

Town of Surfside

Incorporated in 1935, Surfside is a town in Miami-Dade County, Florida. As of 2010, the population recorded by the U.S. Census Bureau was approximately 5,800. The total land area of the Town is approximately 0.6 square miles. This population is a varied mix of ethnicity and culture. The Town of Surfside encompasses the area from 87th Terrace to 96th Street, and it is situated between the City of Miami Beach and the Village of Bal Harbour.

The Town of Surfside operates a shuttle route that provides service within two blocks of every resident. The Surfside Shuttle operates weekdays from 7:30 a.m. to 5:16 p.m. and Saturdays from 8:00 a.m. to 1:30 p.m. This circulator route also serves the North Shore Library in Miami Beach.

Bal Harbour Village

Bal Harbour is a village in Miami-Dade County, Florida. The population in 2010 was approximately 2,500, according to the United States Census Bureau. The village has a total land area of approximately 0.3 square miles. Bal Harbour, Florida is located on the northern tip of the barrier island commonly referred to as Miami Beach. The main traffic corridor running south to north through Bal Harbour, as well as the Town of Surfside, is Collins Avenue, also known as Florida State Highway A1A.

The Bal Harbour Village Shuttle serves the commercial section of 96 Street, including Bal Harbour Shops and the residential and hotels along Collins Avenue. Each trip is extended in express mode to Sunny Isles Beach and Aventura Mall. The shuttle route runs from 9:00 a.m. to 5:00 p.m. Sunday through Thursday and from 9:00 a.m. to 9:00 p.m. on Friday and Saturday.

Bay Harbor Islands

Bay Harbor Islands is a town in Miami-Dade County, Florida. The population was approximately 5,600 according to the 2010 census and it has an approximate total land area of 0.4 square miles. It is separated from the mainland by Biscayne Bay, with which it is connected via the Broad Causeway. On the mainland side, Bay Harbor Islands is bordered by the city of North Miami, while to the east it borders with the Village of Bal Harbour and the Town of Surfside; to the south lies the exclusive Indian Creek Village.

The Bay Harbor Islands Town Minibus operates from 9:00 a.m. to 5:00 p.m. Monday through Friday. This shuttle service serves the residential areas of both islands with an extension to stops in North Miami including Costco.

Community Coordination

Surfside, Bal Harbour, and Bay Harbor Islands provide no fare (free) shuttle bus service to their passengers. All three shuttle routes have a common transfer point at the Surfside Publix located at

94 Street and Harding Avenue. Recently the three communities collaborated on the preparation of a colorful, high quality brochure showing the route alignments and stops of all three shuttles and detailed schedules of each service.

PROJECT OBJECTIVES

The Town of Surfside, Bal Harbour Village, and Bay Harbor Islands' provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping. However, there is a need for restructuring the current transit service for a more efficient and cost-effective system that provides better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to develop a more efficient and cost-effective shuttle bus operation in Surfside, Bal Harbour, and Bay Harbor Islands that better meets the mobility needs of residents and visitors. In addition, suggestions for effectively monitoring the transit service by using technology and following transit service standards will be presented. Focus will also be on identifying cost savings for the municipalities.

To achieve this, the FIU research team proposes a series of work tasks that include meeting with staff and elected officials, collecting data and information, conducting community outreach meetings, analyzing the data and information and designing the new service, and preparing the final report.

WORK TASKS

Task 1: Meet with Staff or Officials and Setup Steering Committee

The FIU LCTR staff will meet with staff and/or elected officials to get a clearer view on the goals and to gain insight of each municipalities' impression of the service being provided. An option, if each municipality is willing, is to arrange a steering committee with one member from each municipality meeting twice: first at the project kick-off meeting and second at the presentation of recommendations before completion of the final report.

Task 2: Data Collection

- LCTR staff will conduct on-board surveys on site. Staff will also collect manual passenger counts of each bus route to determine ridership and productivity of service.
- Data to be collected would be as follows:
 - On-board self-administered survey of current riders on each shuttle route. Surveys will be in English and Spanish and will be distributed/collected by LCTR staff. All trips will be surveyed. Survey questions will be shared with each municipality for review prior to printing of survey forms.

- Ridership by trip and bus stop as well as schedule performance will be collected for all trips on one day of each route.
- Information provided by each municipality will be requested including budget, costs, and any past ridership data if available.
- Demographic and socioeconomic data will be obtained from the U.S. Census and other sources by municipality

Task 3: Community Outreach

- Separate community meetings will be arranged in each municipality or one meeting at a central location could be conducted for residents and stakeholders of all three municipalities. Handouts and displays would be prepared for the community meetings.
- A meeting with other municipalities that operate merged systems, e.g. Hialeah-Hialeah Gardens would be arranged. In addition, LCTR staff will meet with CITT and MDT for their input on a merged system for Surfside, Bal Harbour, and Bay Harbor Islands.

Task 4: Analysis of Data and Design of Service

- Analyze surveys, ridership data, and information received at meetings.
- Develop service plans and schedules with options and determine estimated operating cost for each option.
- Service plan options would be presented to the steering committee prior to completion of the final report.

Task 5: Final Report

A final report documenting all aspects of this research will be prepared and submitted to the designated Project Manager for review and comments. This will include the work tasks in this scope of work along with recommendations for operation, promotion and managing a merged system. LCTR staff will present the final report and plans at each town's commission/council meeting after submitting final report to staff. Appropriate displays of the proposed service plan would be provided. Based on the feedback, the report will be revised and finalized.

As next step and to ensure that the recommendations in the Final Report are properly used, FIU is willing to assist in the preparation of a new contract or an RFP for the selection of a transit provider, if agreed by the municipalities. FIU can also assist with coordinating with the selected transit provider for the implementation of the new routes and schedules. These "next step" tasks are optional and are not included in the budget of this proposal.

SCHEDULE

Work shall commence upon execution of the contract, with a proposed performance period of 6 months, which can be modified based on feedback from the municipalities. The schedule for completing the work tasks is given below.

Work Task	Month					
	1	2	3	4	5	6
Task 1: Meet with Staff/Elected Officials						
Task 2: Data Collection						
Task 3: Community Outreach						
Task 4: Analysis of Data and Design of Service						
Task 5: Final Report						

COST PROPOSAL

The project team will include faculty, researchers, and other support staff who will work directly on the project and whose costs are reflected in the direct costs of the project. This proposed compensation and payments shall be made on a percent complete basis. The total cost for this project is \$38,964.

<i>Town of Surfside, Bal Harbour Village, and Bay Harbor Islands Interlocal Shuttle System Proposal</i>	
Budget Categories	Budget
Faculty Salaries & Benefits	\$14,272
Students and Other Professionals	\$15,154
Total Salaries & Benefits	\$29,426
Other Materials & Supplies	\$250
Printing & Reproduction	\$750
Travel	500
Total Direct Costs	\$30,926
Indirect Costs @ 26%	\$8,038
TOTAL COSTS	\$38,964

DESIGNATED PERSONNEL

- Dr. Fabian Cevallos, Transit Program Director at LCTR will serve as the Principal Investigator (PI) and will be responsible for this project.
- Dr. Albert Gan at LCTR will serve as Co-Principal Investigator (Co-PI) and assist will provide technical assistance with the different tasks of this project.
- Mr. Bob Pearsall, LCTR Senior Research Associate, will lead this project.
- Ms. Thalia Pickering, Research Assistant at LCTR will be responsible for graphic design of the surveys, presentation materials, and formatting the final report.
- FIU students at LCTR will assist with the onboard surveys and the overall tasks of this project.

RESUMES

Fabian Cevallos, Ph.D.
Transit Program Director
Associate Research Professor

EDUCATION

Ph.D. Civil Engineering (Transportation), December 2006
Florida International University, Miami, FL
Postgraduate Studies in Transportation Engineering
University of Nevada Las Vegas, Las Vegas, NV (1993-1994)
M.S. Civil Engineering (Transportation), May 1993
San Jose State University, San Jose, CA
B.S. Civil Engineering, November 1985
Guayaquil State University, Ecuador

PROFESSIONAL EXPERIENCE

Transit Program Director, Associate Research Professor
Lehman Center for Transportation Research, Miami, FL

7/06 – Present

Establish a transit program for the Lehman Center for Transportation Research (LCTR) at Florida International University (FIU). Write proposals and seek funding for research projects, manage program budget, develop innovative ideas that use transit strategies and technology to help improve transit efficiencies, participate in national research groups, and oversee researchers, consultants, and graduate students. Project sponsors include the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT), Miami-Dade Transit (MDT), and Miami-Dade County Public Works.

Co-Director of the Driving Simulation Lab to conduct multidisciplinary research and supported by the College of Engineering and Computing, the College of Nursing and Health Sciences, and the Division of Research. The Lab facilitates research in the areas of transportation safety, driving performance, driver behavior, mobility, vehicle technologies and their effect on driving, congestion, and individual and public safety.

FIU representative to the National Center for Transit Research (NCTR) Consortium. NCTR is one of the 22 national University Transportation Centers (UTCs) designated by the U.S. Department of Transportation. The goal is to advance research and education programs that address critical transportation challenges facing the nation. It supports the priorities of the U.S. Department of Transportation (DOT) and the participating universities are a critical part of the national transportation strategy.

Senior Research Associate

Center for Urban Transportation Research, Tampa, FL

10/02 – 7/06

Provide technical assistance to several transit agencies in Florida. Principal Investigator of the RPTS (Resource for APTS) program sponsored by FDOT Central Office, Public Transit Office. Assist Florida International University in the development of an Automated Bus Stop Inventory. Projects include Automatic Passenger Counters (APCs), Electronic Fare Collection Systems, Automatic Vehicle Location System (AVL), Bus Stop Inventory, Geographic Information Systems (GIS), Real-Time Information Systems, APTS and IT/ITS master plans, Web Development, Database Programming, Database Management, Data Analysis, and Data Mining.

Senior Planner

Broward County Mass Transit, Pompano Beach, FL

12/97 – 10/02

Supervise and train Service Development staff in the areas of Geographic Information Systems (GIS) and transit databases. Database and System management of existing transit applications, including the GFI farebox, the Automatic Vehicle Location System (AVL), the Bus Stop Inventory, Ridership database, Customer Complaints, and data analysis for most of the agencies' databases. Involved in Intelligent Transportation System (ITS) projects as well as in the Advanced Public Transportation System (APTS). Agency representative for the Broward County APTS Master Plan. Oversee the SmartTrack System (AVL) and prepare documentation for the procurement of new technology Automatic Passenger Counters (APCs), Real-Time Information Systems, and updating the existing AVL System.

RELEVANT PAPERS AND REPORTS

1. Cevallos F. and X. Wang, and A. Gan, "Using a web-service to monitor transit on-time performance", *Proceedings of the 19th ITS World Congress*, Vienna, Austria, October 22-26, 2012.
2. Cevallos, F., X. Wang, and A. Gan, "Monitoring Transit On-Time Performance Real Time Using a Web-Service Dataset", Accepted for publication at the *IET Intelligent Transport Systems*, 2011.
3. Cevallos F., X. Wang, Z. Chen, and A. Gan, "Using AVL data for Improving Transit On-Time Performance", Accepted for publication at the *Journal of Public Transportation*, 2011.
4. Cevallos F. and X. Wang, "Monitoring Transit On-Time Performance Real Time Using a Web-Service Dataset", *Proceedings of the 17th ITS World Congress*, Busan, Korea, October 25-29, 2010.
5. Cevallos, F., X. Wang, Z.M. Chen, and A. Gan, "Improving Transit On-Time Performance with AVL Data: A Timetable Approach," Presented at the 89th TRB Annual Meeting, January 2010.

6. Wu, W.Y., A. Gan, F. Cevallos, L.D. Shen, and M. Hadi, "A GIS-Aided Decision-Making Process for Selecting Bus Stops for ADA Improvements," Presented at the 89th TRB Annual Meeting, January 2010.
7. Cevallos F., X. Wang, and A. Gan, "Improving Services for Special Population by using Transit ITS Data", *Proceedings of the 16th ITS World Congress*, Stockholm, Sweden, September 21-25, 2009.
8. Cevallos, F. Q. Yuan, X. Wang, and A. Gan, "Using Personal GPS Devices in Paratransit," *IET Intelligent Transport Systems*, Vol. 3, Issue 3, pp. 282-288, September 2009.
9. Cevallos F. and X. Wang, "ADAMS: A Data Archiving and Mining System for Transit Service Improvements," *Transportation Research Record No. 2063*, Journal of the Transportation Research Board, National Research Council, Washington, D.C., 2008, pp 43-51.
10. Cevallos, F., K. Kirwin, and R. Pearsall, "Using CAD/AVL Data for Performance Management," *Proceedings of the 10th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Athens, Greece, May 27- 31, 2008.
11. Cevallos, F., Q. Yuan, and X. Wang, "Feasibility Study of Applying Personal GPS Devices in Paratransit," *Proceedings of the 10th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Athens, Greece, May 27- 31, 2008.
12. Cevallos, F. and X. Wang, "APTS Data Archiving and Mining System (ADAMS)," *Proceedings of the 10th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Athens, Greece, May 27- 31, 2008.
13. Gan A., H. Wang, K. Liu, F. Cevallos, and I. Ubaka, "An Automated System for Collection and Analysis of Transit Stop Inventories," *Proceedings of the 10th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Athens, Greece, May 27- 31, 2008.
14. Wu, W.Y., A. Gan, D. Shen, and F. Cevallos, "A GIS-Based Decision Support System for Allocating Bus Stop Facilities for Disabled Riders," *Proceedings of the 10th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Athens, Greece, May 27- 31, 2008.
15. Cevallos F. and X. Wang, "ADAMS: A Data Archiving and Mining System for Transit Service Improvements," Presented at the 87th Annual Meeting of the Transportation Research Board, Washington D.C., January 15, 2008.
16. Yuan Q., F. Cevallos, X. Wang, and A. Gan, "A Prototype GPS Tracking System for Reducing Missed Customer Pickups for Paratransit," Presented at the 87th Annual Meeting of the Transportation Research Board, Washington D.C., January 15, 2008.

17. Gan, A., F. Cevallos, and I. Ubaka, "Development of a Statewide Transit Stop Inventory Field Collection System and Deployment Guidelines," Presented at the 86th Annual Meeting of the Transportation Research Board, Washington, D.C., January 2007.
18. Cevallos, F. and F. Zhao, "Minimizing Transfer Times in a Public Transit Network with a Genetic Algorithm," *Transportation Research Record 1971*, Journal of the Transportation Research Board, National Research Council, Washington, D.C., pp. 74-79, 2006.
19. Cevallos, F. and F. Zhao, "A Genetic Algorithm for Bus Schedule Synchronization," *Proceedings of the 9th International Conference on Applications of Advanced Technologies in Transportation*, ASCE, Chicago, Illinois, pp. 737-742, August 13-16, 2006.
20. Cevallos, F. and F. Zhao, "Minimizing Transfer Times in a Public Transit Network with a Genetic Algorithm," Presented at the 85th Annual Meeting of the Transportation Research Board, Washington D.C., January 2006.
21. Gan, A., I. Ubaka, and F. Cevallos, "An Automated Bus Stop Data Collection System," *Proceedings of the 2005 Conference on GIS in Transit, National Center for Transit Research (NCTR)*, Tampa, Florida, November 1-3, 2005.
22. Cevallos, F. and A. Willis, "Essential Transit Software Applications," Presented at the 79th Annual Meeting of the Transportation Research Board, Washington, D.C., January 2000.
23. Cevallos, Fabian, "Truck Factor: Basic Freeway Segments," *Transportation Risks and Rewards Compendium of Technical Papers, 46th Annual Meeting, Institute of Transportation Engineers District 6*, Las Vegas, Nevada, July 1993.

REPORTS

1. Cevallos F., H. Wang, A. Gan, and T. Pickering, "ATSIM 4.0 User's Guide," Prepared for the Florida DOT, Public Transit Office, May 2013.
2. Cevallos, F., Z. Chen, and H. Deng, "Validation Test for Using Radio-Frequency Identification (RFID) Technology in Special Transportation Service (STS)," Prepared for Miami-Dade Transit, July 2011.
3. Cevallos F. and M. Catala, "Needs Assessment for Transit and GIS Data Clearinghouse", Prepared for the Florida DOT, Public Transit Office, April 2011.
4. Cevallos, F., Q. Yuan, X. Wang, J. Skinner, and A. Gan, "Feasibility Study on the Use of Personal GPS Devices in Paratransit", Prepared for the Federal Transit Administration, May 2009.
5. Cevallos, F., "Florida Advanced Public Transit Systems Program," Final Report, Prepared for the Florida DOT, Public Transit Office, April 2009.

6. Cevallos, F., "Using Technology to Improve Service Planning," Prepared for Miami-Dade Transit, February 2008.
7. Cevallos, F., "Advanced Public Transportation Systems (APTS) Technical Assistance for VOTRAN," Prepared for the Center for Urban Transportation Research, January 2008.
8. Cevallos, F., "APTS Data Archiving and Mining System (ADAMS)," Final Report, Prepared for the Florida DOT, Public Transit Office, September 2007.
9. Cevallos, F., "MDT Technical Memo: Using CAD/AVL Schedule Adherence Data," Prepared for Miami-Dade Transit, April 2007.
10. Cevallos, F., "Automatic Passenger Counters Technical Memorandum," Prepared for Palm Tran, 2007.
11. Cevallos F., "MDT Technical Memorandum: APTS Data," Prepared for Miami-Dade Transit, October 2005.
12. Cevallos F., "APTS Data Mining and Analysis," Final Report, Prepared for the Florida DOT, Public Transit Office, April 2005.
13. Cevallos F., "Automated Passenger Counters (APCs) Technical Specifications," Prepared for Miami-Dade Transit, March 2005.
14. Gan, A. and F. Cevallos, "Development of an Automated Bus Stop Data Collection and Analysis System," Final Report, Prepared for Florida DOT, February 2005.
15. Cevallos F., "APTS Technology: Automatic Vehicle Location (AVL). The Broward Experience," Resource for Advanced Public Transportation Systems (RAPTS), 2003.

SOFTWARE SYSTEMS

- Automated Transit Stop Inventory Model (ATSIM) Version 4: <http://ftis.org/atsim.html>
- APTS Data Archiving and Mining System (ADAMS), Resource for Advanced Public Transportation Systems: <http://technology.lctr.org/Mining/Predict.aspx>.
- Passenger Ridership Data Collection System - TranStats, Developed for Broward County Transit.
- Field Surveyor Assignments Developed for Broward County Transit.
- Transit Complaint System, Developed for Broward County Transit.
- Bus Stop Inventory, Developed for Broward County Transit.

WEB SITES

- Automated Stop Inventory System Model (ATSIM): <http://ATSIM.net>

- Light Rail Transit TRB Committee: <http://research.lctr.org/TRBLRT/>
- Florida Advanced Public Transportation Systems (APTS) Program: <http://floridaapts.lctr.org>
- TRANSPO Transit ITS Based Reporting System: <http://research.lctr.org/transitits/>

SPONSORED RESEARCH PROJECTS

1. PI: *State of Good Repair Performance Measures: Assessing Asset Condition, Age, and Performance Data*, National Center for Transit Research, University Transportation Centers (UTC Consortium), \$339,760, 2013-2015 (Co-PI: Albert Gan).
2. PI: *Transit Service Reliability: Analyzing Automatic Vehicle Location (AVL) Data For On-Time Performance and to Identify Conditions Leading to Service Degradation*, National Center for Transit Research, University Transportation Centers (UTC Consortium), \$185,000, 2013-2014 (Co-PI: Albert Gan).
3. PI: *Development of a Training Manual for Transit Service Planning and Scheduling*, National Center for Transit Research, University Transportation Centers (UTC Consortium), \$130,000, 2013-2014 (Co-PI: Albert Gan).
4. PI: *Administration of UTC Grant*, National Center for Transit Research, University Transportation Centers (UTC Consortium), \$35,000, 2013-2014 (Co-PI: Albert Gan).
5. PI: *Transit Stop Inventory Model (ATSIM) Training and Technical Support*, Public Transit Office, Florida Department of Transportation, \$34,800, 2012-2013 (Co-PI: Albert Gan).
6. PI: *Web Tool for Managing Human Services Transportation in the Town of Brookhaven*, Town of Brookhaven, New York, \$75,000, 2013 (Co-PI: Albert Gan).
7. PI: *Automated Transit Stop Inventory Model (ATSIM) Development and Technical Support*, Public Transit Office, Florida Department of Transportation, \$135,000, 2012-2013 (Co-PI: Albert Gan).
8. PI: *Florida Advanced Public Transportation Systems Program*, Public Transit Office, Florida Department of Transportation, \$135,000, 2010-2011 (Co-PIs: Albert Gan and Mohammed Hadi).
9. PI: *Needs Assessment for Transit and GIS Data Clearinghouse*, Public Transit Office, Florida Department of Transportation, \$73,850, 2010-2011 (Co-PI: Albert Gan).
10. PI: *Development of a Web-Based Reporting System to Use Transit ITS Data to Help Improve Services for Special Populations*, Federal Transit Administration, \$140,000, 2006-2008.

Albert Gan, Ph.D.
Professor

EDUCATION

Ph.D. University of Florida Civil Engineering (Transportation) 1996
M.E. University of Florida Industrial and Systems Engineering 1989
B.S. University of Florida Industrial and Systems Engineering 1987

PROFESSIONAL EXPERIENCE

2012-Present *Professor*, Civil and Environmental Engineering, FIU
2012-Present *Coordinator*, National Center for Transportation Systems Productivity & Management
2004-Present *Deputy Director*, Lehman Center for Transportation Research, FIU
2004-2012 *Associate Professor*, Civil and Environmental Engineering, FIU
1999-2001 *Assistant Director*, Lehman Center for Transportation Research, FIU
1999-2004 *Assistant Professor*, Civil and Environmental Engineering, FIU
1996-1998 *Assistant in Engineering*, Civil Engineering, UF
1990-1996 *Graduate Research Assistant*, Civil Engineering, UF
1988-1989 *Graduate Teaching Assistant*, Industrial & Systems Engineering, UF

RELEVANT REFEREED JOURNAL PAPERS

1. Haleem, K. and A. Gan, "Contributing Factors of Crash Injury Severity at Public Highway-Railroad Grade Crossings in the U.S.", *Journal of Safety Research* (accepted).
2. Gan, A., F. Gui, and L. Tang, "System for Transit Performance Analysis Using the National Transit Database," *Journal of Public Transportation*, Vol. 14. No. 3, pp. 87-107, 2011.
3. Gan, A. C., I. Ubaka, and F. Zhao, "Integrated National Transit Database Analysis System (INTDAS)," *Transportation Research Record 1799, Journal of the Transportation Research Board*, National Research Council, pp. 78-88, 2002.

SPONSORED RESEARCH PROJECTS

As Principal Investigator

1. *ITS Research, Computer, and Miscellaneous (Work Order 6)*, FDOT District 4, 2015-2015.
2. *Feasibility of a Web-Based System for Police Report Review and Information Recording*, State Safety Office, Florida Department of Transportation, 2013-2014

3. *Analysis and Evaluation of Transit Data Using Florida Transit Information System (FTIS)*, Public Transit Office, Florida Department of Transportation, \$59,320, 2013-2014.
4. *Development of Florida Transit Information System Version 2013*, Public Transit Office, Florida Department of Transportation, 2012-2013.
5. *INTDAS Peer Selection Database Update*, Citizen's Independent Transportation Trust (CITT), 2012-012.
6. *Development of Florida Transit Information System (FTIS) 2012*, Public Transit Office, Florida Department of Transportation, 2011-2012.
7. *An Integrated Database and Analysis System for the Evaluation of Freeway Corridors for Potential Ramp Signaling*, Florida Department of Transportation, 2010-2011.
8. *Development of a Web Portal for 2060 Florida Transportation Plan*, Systems Planning Office, Florida Department of Transportation (through Cambridge Systematics, Inc.), \$30,000, 2010-2012.
9. *Preparing Florida for SafetyAnalyst Deployment*, State Safety Office, Florida Department of Transportation, 2010-2011.
10. *Development of a Data Framework for FSUTMS*, Systems Planning Office, Florida Department of Transportation, \$205,000, 2008-2009 (Co-PI: Kaiyu Liu)
11. *A Methodology for Performance Measurement and Peer Comparison in the Public Transportation Industry*, Transit Cooperative Research Program (TCRP), Subcontract from Kittelson and Associates, Inc., 2008-2010.
12. *Development of Web FTIS Version 2008*, Public Transit Office, Florida Department of Transportation, \$142,714, 2007-2008.
13. *System Support for Crash Reduction Analysis System Hub (CRASH)*, Florida Department of Transportation, \$16,000, 2007-2007.
14. *Development of Prototype GIS Systems for Transportation Model Networks for FSUTMS*, Transportation Systems Planning, Florida Department of Transportation, \$110,000, 2007-2008.
15. *Development of a Computer-Based Training (CBT) Course for the FSUTMS Comprehensive Modeling Workshop*, Transportation Systems Planning, Florida Department of Transportation, \$100,000, 2007-2008.

WEB-BASED SOFTWARE SYSTEMS

1. Integrated National Transit Database Analysis System (Rural INTDAS)
2. Police Crash Report Review System (PCRRS)
3. Florida Highway Information System (FHIS)
4. Visual Roadway Inventory Collection System (VRICS)
5. Florida Guardrail Inventory System (FGI)
6. FTGIS Online Tutorial (http://ftis.org/ftgis_tutorials/)
7. INTDAS Online Tutorial (http://ftis.org/intdas_tutorials/)
8. FDOT District 6 SunGuide Website (www.sunguide.org)
9. FDOT District 6 Contract Management System (running on FDOT D6 Intranet)
10. Florida Traffic Safety Portal (developed for FDOT State Safety Office)
11. FSUTMS Executive Summary Online Workshop and Management System (developed for FDOT Systems Planning Office)
12. FSUTMS-CUBE Comprehensive Modeling Online Workshop (developed for FDOT Systems Planning Office)
13. Integrated National Transit Database Analysis System (Urban INTDAS web version)
14. Florida Transit Geographic Information System (FTGIS web version)
15. TRANSP0 GIS (developed for Federal Transit Administration)
16. FDOT District 6 Road Ranger Drivers Information System (running on a FDOT District 6 web server)
17. FDOT District 6 SunGuide TMC Control Room Operations Intranet (running on a FDOT District 6 web server)
18. SMART SunGuide Road Ranger Training Website (running on a FDOT District 4 web server)
19. SMART SunGuide TMC Operator Training Website (running on a FDOT District 4 web server)
20. Resource for Advanced Public Transportation Systems (RAPTS)
21. Road Ranger Inspection Program (RRIP) (a Tablet PC system developed for FDOT District 6)
22. Road Ranger Contractor Inspection Program (RRCIP) (a Tablet PC system developed for FDOT District 6)

Robert P. Pearsall
Senior Research Associate

TRANSIT PLANNING AND SCHEDULING

Robert Pearsall has 38 years of experience in transit planning and scheduling for Miami-Dade Transit (MDT), a major U.S. public transportation system. Recently retired in January, 2013, he has been managed and worked in all components of the transit service planning process and directed the transit crew scheduling staff. His work includes major contributions in the short and long range transit and transportation plans for Miami-Dade County and Department project manager for several consultant studies.

Major accomplishments and functional responsibilities at Miami-Dade Transit:

- Chief of the MDT Service Planning and Scheduling Division responsible for managing a professional staff in the development of all short-range transit service expansion, reduction, and restructuring activities.
- Managed data collection and analysis of all transit service modes including the integration of new data technologies such as APC and AVL.
- Developed the bus service element for the Miami-Dade County People's Transportation Plan in 2002 and achieved a highly effective restructuring of the MDT bus system network in 2009.
- Directed a cost-efficient transit service scheduling process including trip development, runcutting, and rostering.
- Managed transit market research studies by research firms which included periodic system wide surveying of transit passengers and telephone surveys of the general public.
- Project planner for several major transportation projects in South Florida including the I-95 High Occupancy Toll Lanes, the South Miami Busway, Miami Intermodal Center and Airport Metrorail Station, Miami-Dade municipal circulator system, and coordination of feeder buses with the South Florida Regional Transportation Authority commuter rail system.

Part-time consulting since retirement from Miami-Dade Transit includes the following:

- Assisted MP2 Planning LLC in 2013 with a study for the City of Doral, Florida examining alternative fuel technologies to be considered in advance of making addition purchases for its trolley fleet.
- Provided expert support for MP2 Planning in 2013 with the data collection methodology of a research project to survey the City of Doral's trolley passengers.

- Consulted with the Florida International University Lehman Center for Transportation Research in 2014 to provide guidance and editing of a training manual for mass transit planners and schedulers.

EDUCATION

- Masters of Business Administration, Florida International University, 1984
- Bachelor of Arts, Florida International University, 1974

Thalia Pickering
Research Assistant

EDUCATION

The Art Institute of Fort Lauderdale, Fort Lauderdale, FL
Bachelor of Science Degree in Web Design and Interactive Media Design 10/2006 - 09/2009

Pierce College, Lakewood, WA
Associate Degree in Technology - General 08/1999 - 03/2002
Associate Degree in Digital Design 08/1999 - 06/2001

AWARDS AND HONORS

The Art Institute of Fort Lauderdale, Fort Lauderdale, FL
Best Portfolio/Concept Award 07/2009 - 09/2009
Recipient of Dean's List and President's List Awards 08/1999 - 06/2001

Washington National Guard, Camp Murray, WA
The Army Achievement Medal 10/2000 - 06/2001

Pierce College, Lakewood, WA
Recipient of Dean's List and Honor Roll Awards 08/1999 - 06/2001

PROFESSIONAL EXPERIENCE

Florida International University, Miami, FL

Web Designer/Research Assistant/Coordinator 07/2012 - Current

- Assists the Lehman Center for Transportation Research (LCTR) with research projects and reports. Updates and maintains the LCTR websites.
- Coordinates activities and meetings within the Lehman Center.
- Performs marketing and administration functions.
- Assists with the FIU Driving Simulator Lab.

Espacio USA, Miami, FL

Web Graphic Designer 05/2011 - 3/2012

- Designed and maintained websites using technologies that conformed to W3C standards.
- Executed print materials such as banners, signs, posters and brochures for marketing purposes.

University of Miami, Coral Gables, FL

Web Designer

02/2010 - 06/2010

- Performed updates on the college's main website using a content management system.
- Executed many job-related duties as assigned.

The Score Group, Miami, FL

Web Specialist/Video and Audio Editor/Color Corrector

05/2002 - 02/2007

- Produced countless daily modifications to websites. Maintained the company's exclusive video website. Ensured quality videos are delivered to the viewer at sufficiently high speeds.
- Captured, edited, and compressed videos in several formats for the company's website while maintaining good audio and video quality. Edited dialog, music, and special effects.
- Corrected problems in photo composition while paying attention to detail.

United States Army/Washington National Guard, Fort Lewis, WA

Administrative Specialist

11/ 1997 - 06/2001

- Reviewed and compiled data for reports to input in a computer system. Prepared, reviewed, and processed personnel reports. Evaluated work for over twenty assigned staff.
- Performed clerical and administrative functions.

SKILLS

ACTIONSRIPT, MYSQL, PHP, HTML/XHTML, XML, CSS, Flash, Joomla, Drupal, Wordpress, Social Media, SEO, Photoshop, Flash, Dreamweaver, Fireworks, InDesign, Illustrator, Premiere Pro, After Effects, Audition, Soundbooth, Encore, CorelDraw, Director, Lightwave 3D, QuarkXpress, Final Cut Pro, LiveType, Sound Forge, ProTools, SonicFire Pro DVD Studio Pro, Cleaner XL, Visual Studio, Microsoft Office, 3-D Vista, VR Worx, Virtual Reality Studio

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 19.

ITEM: Consideration and Approval of a private Transfer of Development Rights (TDR) transaction for one (1) dwelling unit from Southern Star Condominium Association (9260-9280 Bay Harbor Terrace) to Atlantis 103, LLC (10281 West Bay Harbor Drive). Enclosed please find a copy of the application, contract, site plans and other supporting documents.

DESCRIPTION:

The Town Clerk's Office received a Transfer of Development Rights (TDR) application on May 19, 2017 for a private TDR transaction of one (1) dwelling unit. The receiving site / applicant (Atlantis 103, LLC) received site plan approval from the Planning & Zoning Board on March 21, 2017 to construct a twenty eight (28) multi-family residential development.

Donor Site: 9260-9280 Bay Harbor Terrace (Southern Star Condo Association)

Receiving Site: 10281 West Bay Harbor Drive (Atlantis 103, LLC)

Number of Units: 1

Price per unit: \$63,000

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

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	9260-80 BHT- to Atlantis.pdf
2.	Town Planner Report	BHI Rev TDR Staff Report Atlantis 1 Private DU Southern Star June 1 2017.pdf
3.	Code Compliance report	9260-80BHT -Code TDR Insp.pdf
4.	Bldg Staff report	9260-80 BHT- Bldg Report.pdf

5.	Site Plans	10281 WBHD 030117 ATLANTIS P-Z Submittal.pdf
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Application Fee: \$1,000 Private Transaction - \$300 Town Owned Units

(For official use only)	
DATE RECEIVED: <u>5/19/17</u>	TDR UNIT COST: \$ <u>63,000.</u>
TDR UNITS REQUESTED <u>1</u>	PROJECT TOTAL UNITS <u>28</u>
APPROVAL DATE: _____	APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name	Atlantis 103, LLC <u>c/o BRIAN M. ROKAW, ESQ. brokaw@bmr-lawfirm.com</u>		
Phone	(305) 592-2528	e-mail	lseligman@rbsinvestment.com Fax (305) 592-7887
Address	7657 NW 50th Street		
City and State	Miami, Florida	Zip Code	33166
Relationship to Property:	Owner		

RECEIVER SITE INFORMATION

Owner's Name	Atlantis 103, LLC		
Phone	(305) 592-2528	e-mail	lseligman@rbsinvestment.com Fax (305) 592-7887
Address	7657 NW 50th Street		
City and State	Miami, Florida	Zip Code	33166
Property Address/Location	10281 West Bay Harbor Drive		
Legal Description:	LOT(S) <u>6-7</u> BLOCK <u>5</u>		
Folio Number	13-2227-001-1160 & 13-2227-001-1160	Current Zoning	RM-2
Property size	22,500 Sq. Ft.	Purchase date	August 5, 2016
Existing use of the property	None		
Describe Existing Structure on Property	None		
Dwelling units to be received	1		
Total Dwelling units including TDR	28 Units		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval March 21, 2017

If Not, then attach preliminary site plan.



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

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name <u>SOUTHERN STAR CONDOMINIUM ASSN.</u>		
Phone <u>(766) 369-9143 *</u>	e-mail <u>HAYIM KATAN@GMAIL.COM</u>	Fax <u>609 357-8412</u>
Address <u>9260-9280 BAY HARBOR TERRACE</u>		
City and State <u>BAY HARBOR IS., FL</u>		Zip Code <u>33154</u>
Property Address/Location <u>SAME</u>		
Legal Description: LOT(S) <u>142</u> BLOCK <u>17</u>		
Folio Number <u>13-2227-001-3130</u>	Current Zoning <u>RM-2</u>	Year built <u>1950's</u>
Property size <u>4-22,500 SF</u>	Purchase date <u>NA</u>	
Existing use of the property <u>MULTI-FAMILY CONDOMINIUM</u>		
Describe Existing Structure on Property <u>16 APTS ON 2-STORY</u> <u>STRUCTURE WITH CENTRAL COURTYARD</u>		
Dwelling units to be transferred to TDR Bank <u>1</u>		
Units permitted <u>17</u>		

** HAYIM KATAN IS PRES. OF SOUTHERN STAR CONDO ASSN.*

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)

Survey must be current (no more than 6 months old)

DONOR SITE: (SOUTHERN STAR)

Name of Surveyor ROYAL POINT LAND SURVEYORS, INC.		
Address 6175 NW 153 STR, SU. 321, MIAMI LAKES, FL 33014		
Phone (305) 822-6062	e-mail	Fax 305 822-9669

RECEIVER SITE

Name of Surveyor BLANCO SURVEYORS INC.		
Address 555 NORTH SHORE DRIVE, MIAMI BEACH, FL 33141		
Phone (305) 865-1200	e-mail BLANCO SURVEYORS INC@YAHOO.COM	Fax (305) 865-7810

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ **Building must have obtained 40 or 50 Year Certification - If Applicable**
- ☐ **Outstanding Liens or Code Violations must be cured and/or paid - If Applicable**

Other inspections to be performed may include, but are not limited to, the following items:

- | | | | |
|---|--|---|---------------------------------------|
| ☐ Exterior paint | ☐ Windows | ☐ Doors | ☐ Elevators |
| ☐ Steps | ☐ Railings | ☐ Landscaping | ☐ Parking area |
| ☐ Pool/Recreation facilities | ☐ Fences/Walls | ☐ Plumbing | |
| ☐ Electrical System | ☐ A/C equipment | ☐ Roof mounted equipment/screening | |
| ☐ Roofing | | | |

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE

Signature of Owner (Applicant)

May 17, 2017

Date

Signature of Owner (Co-Applcant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of May, 2017,
by Shubao Dilegman on behalf of
Florida Simulated Realty Company, a Florida (corporation) (partnership) (Other:
103 LLC.) He/She is personally known to me or has produced
Florida CA DL (type of identification produced) as identification and did take
an oath.

My Commission Expires:



Lelda G. Toro
Commission # GG102116
Expires: May 8, 2021
Bonded thru Aaron Notary

Notary Public, State of Florida

Print Name: LEIDA TORO

DONOR SITE

Signature of Owner (Applicant)

5/19/2017

Date

Signature of Owner (Co-Applcant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of MAY, 2017,
by HAYIM KATAM on behalf of
Southern Star Comm Assoc, a Florida (corporation) (partnership) (Other:
FLDC # 0680.) He/She is personally known to me or has produced
an oath. (type of identification produced) as identification and did take

My Commission Expires:



ARMOGAN MANIKUM
Notary Public, State of Florida
Commission# FF 171355
My comm. expires Dec. 5, 2018

Notary Public, State of Florida

Print Name: ARMOGAN MANIKUM

**AGREEMENT TO PURCHASE TRANSFER
OF DEVELOPMENT RIGHTS**

THIS AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS ("Agreement") is entered into on this 9 day of May, 2017, ("Effective Date") by and between Southern Star Condominium Association., a Florida not-for-profit corporation and/or its assigns ("Seller"), and ATLANTIS 103, LLC, a Florida limited liability company and/or its assigns ("Buyer").

WITNESSETH:

WHEREAS, Seller is the holder of one (1) transfer of development rights (the "Southern Star Condominium Association TDR Unit") in the Town of Bay Harbor Islands (the "Town"), Miami-Dade County, Florida, currently belonging to the Seller for the properties more particularly described in Exhibit A attached hereto (the "Donor Parcel");

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

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

WHEREAS, Buyer intends to develop the Receiving Parcel as contemplated by the site plan approved by the Town on March 21, 2017 for improvements on the Receiving Parcel consisting of a multi-story residential building comprised of 28 residential Unit and ancillary parking and amenities (the "Approved Site Plan");

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

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

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

2. **Purchase Price and Deposit.**

(a) Within two (2) business days after the Effective Date (hereinafter defined), Buyer shall deposit in escrow with the Brian M. Rokaw, P.A., Attorney located 2655 Le Jeune Rd,

LS

Suite 1110, Miami, FL 33134 ("Escrow Agent") the sum of Five Thousand and 00/100 dollars (\$5,000) (the "Initial Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing (hereinafter defined). Within two (2) business days after a determination is made by the Town Manager, or designee, approving in writing the eligibility of transfer by Seller to Buyer of the Southern Star Condominium Association TDR Unit from the Donor Parcel to the Receiving Parcel, Buyer shall deposit in escrow with the Escrow Agent the additional sum of Five thousand 00/100 dollars (\$5,000) (the "Additional Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price at Closing. The Additional Deposit shall be held together with, and on the same terms and conditions as, the Initial Deposit. Once the Additional Deposit is paid to Escrow Agent, the term "Deposit" shall mean the Initial Deposit, plus the Additional Deposit, prior to payment of the Additional Deposit, whenever used in this Agreement, the term "Deposit" shall mean only the Initial Deposit. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement.

(b) The purchase price of the Southern Star Condominium Association TDR Unit is Sixty three thousand (\$63,000.00) (the "Purchase Price"). The entire Purchase Price, less the amount of the Deposit, subject to any adjustments as herein provided, shall be due and payable by cashier's check or in immediately available funds, by wire transfer, at Closing.

3. **Closing.** Subject to satisfaction of all conditions to Closing, the closing (the "Closing" or "Closing Date") of the purchase and sale of the Southern Star Condominium Association TDR Unit under this Agreement shall take place on the date which is five (5) business days after the date that the Buyer obtains the final binding and non-appealable approval by the Town of the transfer of the Southern Star Condominium Association TDR Unit to the Receiving Parcel, at the offices Brian M. Rokaw, P.A., Attorney ("Escrow Agent") located 2655 Le Jeune Rd, Suite 1110, Miami, FL 33134. Seller agrees that, at the option of Buyer, the Closing may take place as an escrow closing in order to accommodate the acquisition by Buyer of the Remaining Required TDR Unit for Development simultaneously with the Closing.

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

L.S.A. *Each party shall be responsible for paying their own attorney fees.*
4. **Additional Termination Provisions.** Each of the following shall constitute a "Termination Event" under this Agreement:

- (a) If the Town Manager does not make a determination within ten (10) days after the Effective Date that the Southern Star Condominium Association TDR Unit are legally available to be transferred from the Donor Parcel to the Receiving Parcel as provided by the TDR Ordinance;
- (b) If the Town refuses or fails to schedule a hearing of the Town Council to occur on or before July 3, 2017 for the approval of the transfer of the Southern Star

Condominium Association TDR Unit from the Donor Parcel to the Receiving Parcel;

- (c) If the transfer of the Southern Star Condominium Association TDR Unit from the Donor Parcel to the Receiving Parcel has not been approved by affirmative resolution of the Town Council, after expiration of all appeal periods, by the Town Council by the date which is one (1) year after the Effective Date herein; and
- (d) If the Donor Parcel shall not be in compliance with current code requirements as determined by the Town under the TDR Ordinance.

Buyer, at Buyer's sole option, may terminate this Agreement by written notice to Seller, upon the occurrence of any Termination Event, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.

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

- (a) Seller has not transferred, assigned, sold, conveyed, hypothecated, or otherwise alienated the Southern Star Condominium Association TDR Unit.
- (b) Seller has good, valid and marketable title to the Southern Star Condominium Association TDR Unit, free and clear of any and all liens, encumbrances, charges and adverse claims of every nature.
- (c) Seller has all requisite power and authority, and has taken all actions required to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Seller pursuant hereto have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.
- (d) All requisite corporate action has been taken by Seller and all required consents have been obtained by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby.
- (e) Within five (5) business days of the Effective Date., Seller shall request that a determination be made by the Town Manager as provided by the TDR Ordinance that the Southern Star Condominium Association TDR Unit are legally available to be transferred from the Donor Parcel to the Receiving Parcel.

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

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

L.S.

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

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

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

(b) The final binding and non-appealable approval by the Town of the transfer of the Southern Star Condominium Association TDR Unit to the Receiving Parcel shall have been obtained, including, without limitation; any required approval of Buyer's supplemental TDR application for the transfer of the Southern Star Condominium Association TDR Unit to the Receiving Parcel, and final binding and non-appealable approval by Town Council of the TDR required as a condition of the Approved Site Plan;

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

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

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

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

(a) Execute and deliver the closing statement; and

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

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

(a) The closing statement;

(b) That certain Quitclaim Assignment of Transfer of Development Rights, the form of which is attached hereto and incorporated herein as Exhibit B (the "Assignment"), by Southern Star Condominium Association.

L.S.

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

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

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

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

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

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

12. **Default by Buyer.** If the sale is not consummated due to any default by Buyer hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) have the

h-5

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

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

14. **Broker.** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to a licensed real estate broker other than Sheldon Markus Realty Corporation ("Broker"), Markus Frankel, Broker, 1177 Kane Concourse, Suite 120, Bay Harbor Islands, Florida 33154, who is a transaction broker and who will be compensated by Seller. Seller shall pay to Broker a brokerage commission in the amount of \$3,150.00 to be paid from Seller's sales proceeds at Closing. In the event that the Closing does not occur for any reason whatsoever, Broker shall not be entitled to the payment of any brokerage commission in connection with the transaction contemplated by this Agreement. Buyer shall have no obligation to Broker with respect to the payment of any commission in connection with this transaction. The provisions of this Section shall survive Closing.

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

16. **Miscellaneous.**

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

L.S.

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

To Buyer: Atlantis 103, LLC
7657 NW 50th Street
Miami FL 33166
Attn: Lautaro Seligman

With a copy to: Markus Frankel/SMRC
1177 Kane Concourse Suite 120
Bay Harbor, FL 33154

To SELLER: Southern Star Condominium Association.
9260-9280 → ~~9870-9880~~ East Bay Harbor Drive,
Bay Harbor Islands, FL 33154
Attn: Hayim ~~Kathan~~, President
KATAN

Copy to: 
Kristy Phillips, Esq.
101 N.E. 3 Ave
Suite 1500
Ft. Lauderdale, FL
33301

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery by a recognized courier, delivery service such as Federal Express, or postmarked by the U.S. Postal Service; provided, however, a copy of said notice shall also be transmitted via facsimile or email on the date of delivery to any of the above.

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

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

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

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

L.S.

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

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

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

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

L.S.

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

SELLER:

Southern Star Condominium Association., a Florida not-for-profit corporation

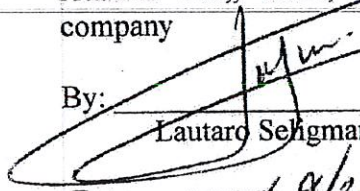
By: 

Hayim Kathan, President

Date: 5/19/2017 

BUYER:

Atlantis 103,, LLC., a Florida limited liability company

By: 

Lautaro Schigman

Date : may 9/2017

EXHIBIT A
Southern Star Condominium Association. Legal

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

A/K/A: Southern Star Condominium Association., Folio number 13-2227-100-0001

L.S.

EXHIBIT C

[FORM OF QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS]

This instrument prepared by:

_____, Esq.
_____.
_____.
_____.

Property Tax Folios #: _____

------(Space above this line for recording data)-----

QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS

THIS QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS ("Assignment") is entered into this _____ day of _____, 2014, by Southern Star Condominium Association., a Florida not-for-profit corporation ("Seller"), in favor of _____ ("Buyer").

BACKGROUND

WHEREAS, Seller and Buyer entered into a Agreement to Purchase Transfer of Development Rights dated _____ (the "Purchase Agreement") whereby Seller has agreed to transfer its interest in certain development rights in the Town of Bay Harbor Islands, Miami-Dade County, Florida, as more particularly described and evidenced on Exhibit A attached hereto (the "Southern Star Condominium Association TDR Unit").

WITNESSETH:

NOW THEREFORE, for and in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby assign, grant, bargain and convey unto Buyer, its successors and assigns, all of the Southern Star Condominium Association TDR Unit so that the Southern Star Condominium Association TDR Unit shall be allocated to the real property located in the Town of Bay Harbor Islands, Miami-Dade County, Florida as more particularly described in Exhibit "B" attached hereto.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

Seller hereby represents and warrants to Buyer that Seller has the full right and authority to execute and deliver this Assignment to Buyer and to assign, grant, bargain and convey the Southern Star Condominium Association TDR Unit to Buyer.

This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

Seller agrees to cooperate with Buyer and to execute such other documents, instruments, and writings as may be reasonably requested by Buyer or that are necessary or desirable to further document or effect the intent of this Assignment.

This Assignment may be executed in counterparts, including facsimile counterparts, each of which will be deemed to be an original and all of which are one and the same assignment, but all of which shall together constitute one and the same Instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission shall be effective delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, this Assignment is executed as of the date first above written.

Signed, Sealed and Delivered,
in the presence of:

SELLER:

Print Name:

Southern Star Condominium Association.,
a Florida not-for-profit corporation

By:

Print Name:

[ADD ACKNOWLEDMENT]

Prepared by and return to:
Kristy L. Phillips, Esq.
Real Estate & Association Law Firm, P.A.
401 E. Las Olas Blvd.
Suite 130-168
Ft. Lauderdale, FL 33301

[Space Above This Line For Recording Data]

Quit Claim Deed

THIS QUIT-CLAIM DEED executed this 7th day of November, 2016 by **Town of Bay Harbor Islands**, a municipal corporation, ("Grantor"), to **Southern Star Condominium Association, Inc.**, a Florida not for profit corporation whose post office address is 1060 Kane Concourse # 200, Bay Harbor Island, Florida 33154 ("Grantee"):

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals.)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Miami Dade County** to-wit:

Commence at the Southwest corner of Lot 1, Block 17, BAY HARBOR ISLAND according to the Plat there of, recorded in Plat Book 46, Page 5, of the Public Records of Miami Dade County, Florida; thence run West along the South line of said Lot 1 for 11 feet; thence North parallel to the East line of said Lot 1 for 139 feet more or less to a point 11 feet South of the North line of said Lot 1; thence East parallel to the North line of said Lot 1 for 6.71 feet more or less to a point; thence Southeasterly along a circular curve to the right having for its elements a radius of 25 feet and a central angle of 34 degrees 03 minutes 21 seconds for an arc distance of 14.86 feet to the point of tangency; thence South along the East line of said Lot 1 for 125 feet more or less to the Point of Beginning ("Property").

Grantor herein reserves unto itself a non-exclusive easement on the Property for the purpose of pedestrian passageway including but not limited to, constructing, altering and maintaining a sidewalk, vehicular parking and landscaping upon the Property together with the free right of ingress and egress on the Property and whenever such use is permanently discontinued by operation of law, this non-exclusive easement shall terminate.

To Have and to Hold, the same together with all and singular the appurtenances thereunto, belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Town of Bay Harbor Islands

Scherrie Griffin
Signature of Witness
Print Name: Scherrie Griffin

Evelyn Menzaldet
Signature of Witness
Print Name: Evelyn Menzaldet

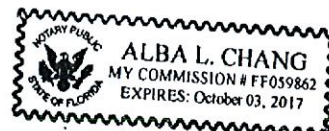
By: Ronald Wasson
Name: Ronald Wasson
Title: Town Manager
Address: 9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on this 17th day of November 2016, by Ronald Wasson, as Town Manager of the Town of Bay Harbor Islands, on behalf of municipal corporation who { ✓ } is personally known to be or who { } has provided as valid identification.

Alba L. Chang
Notary Public, State of Florida

Alba L. Chang
Print Name of Notary
My Commission Expires:



Prepared by and return to:
Kristy L. Phillips, Esq.
Real Estate & Association Law Firm, P.A.
401 E. Las Olas Blvd.
Suite 130-168
Ft. Lauderdale, FL 33301

[Space Above This Line For Recording Data]

Quit Claim Deed

THIS QUIT-CLAIM DEED executed this 17th day of November, 2016 by **Town of Bay Harbor Islands**, a municipal corporation, ("Grantor"), to **Southern Star Condominium Association, Inc.**, a Florida not for profit corporation whose post office address is 1060 Kane Concourse # 200, Bay Harbor Island, Florida 33154 ("Grantee");

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals.)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Miami Dade County** to-wit:

Commence at the Northwest corner of Lot 2, Block 17, BAY HARBOR ISLAND according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami Dade County, Florida; thence run South along the West line of said Lot 2 for 11 feet; thence East parallel to the North line of said Block 17 for 145.71 feet more or less to a point, said point being on the Westerly right-of-way line of Bay Harbor Terrace; thence Northwesterly along a circular curve to the left, having for its elements a radius of 25 feet and a central angle of 55 degrees 56 minutes 39 seconds for an arc distance of 24.41 feet to the point of tangency; thence run West along the North line of said Block 17 for 125 feet more or less, to the Point of Beginning ("Property").

Grantor herein reserves unto itself a non-exclusive easement on the Property for the purpose of pedestrian passageway including but not limited to, constructing, altering and maintaining a sidewalk, vehicular parking and landscaping upon the Property together with the free right of ingress and egress on the Property and whenever such use is permanently discontinued by operation of law, this non-exclusive easement shall terminate.

To Have and to Hold, the same together with all and singular the appurtenances thereunto, belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Town of Bay Harbor Islands

Schemie Griffin
Signature of Witness
Print Name: Schemie Griffin

Evelyn Merrizale
Signature of Witness
Print Name: Evelyn Merrizale

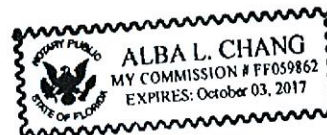
By: Ronald Wasson
Name: Ronald Wasson
Title: Town Manager
Address: 9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on this 7th day of November 2016, by Ronald Wasson, as Town Manager of the Town of Bay Harbor Islands, on behalf of municipal corporation who { ✓ } is personally known to be or who { } has provided as valid identification.

Alba L. Chang
Notary Public, State of Florida

Alba L. Chang
Print Name of Notary
My Commission Expires:



Prepared by and when recorded return to:

Daniel P. Faust, Esq.
Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, Florida 33131

Tax Folio Number(s): 13-2227-001-1150
13-2227-001-1160

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of August 5, 2016 by **SOROSH, LLC**, a Florida limited liability company ("Grantor"), whose mailing address is 7657 NW 50th Street, Miami, Florida 33166, in favor of **ATLANTIS 103, LLC**, a Florida limited liability company ("Grantee"), whose mailing address is 7657 NW 50th Street, Miami, Florida 33166.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and sell to Grantee, and Grantee's successors and assigns, forever, the following real property lying and being in the County of Miami-Dade, State of Florida (the "Property"):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Taxes for the year 2016 and thereafter, not yet due and payable;
2. Zoning and other regulatory laws and ordinances, prohibitions and other requirements imposed by governmental authority; and
3. Those certain restrictions, reservations, covenants, conditions, limitations and easements of record, without reimposition of the same to the extent any of the foregoing have been released, expired, or are in anyway or wise no longer legally enforceable.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD the above described Property in fee simple forever.

AND Grantor hereby warrants the title to said Property and will defend the same against the lawful claims of any persons claiming by, through or under the said Grantor, but none others.

[Signature(s) on following page.]

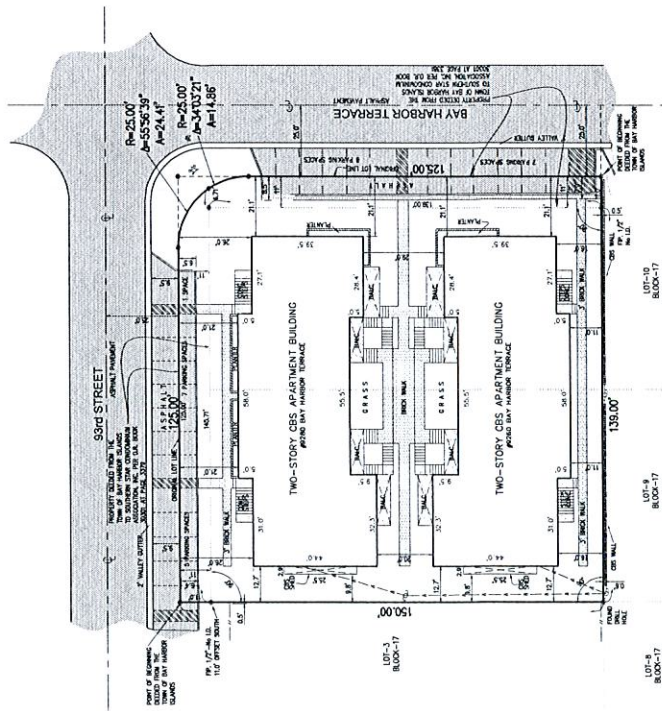
{38286379;1}

Note to Examiner: The conveyance evidenced by this deed represents a transfer of unencumbered real property from a limited liability company to a limited liability company indirectly owned (in the same ownership percentage) by the same beneficial owner of the Grantor. No consideration has been given to Grantor in connection with this conveyance. Accordingly, this deed represents a mere change in the form of ownership, and only minimum Florida documentary stamp tax is due in connection with this deed. See Crescent Miami Center LLC v. Department of Revenue, 903 So.2d 913 (Fla. 2005).

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF THE PROPERTY

Lots 6 & 7, Block 5, 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.




Pablo J. Alfonso P.E., M.
Professional Surveyor & Mapper
State of Florida Reg. No. 5890

12- The North arrow shown herein based on recorded plat of "BAY HARBOR PLANNED DEVELOPMENT BOUNDARY SURVEY," dated 11/1/79, recorded in Plat Book 46, Page 3, Public Records of Miami-Dade County, Florida.

13- All measurements herein are made in accordance with the Florida State Standard Feet.

14- Flood Zone Data: Community/Flood Zone: "A" Base Flood Elevation: +8.0'

15- Elevation Mean Sea Level.

16- Benchmark Used: N/A

17- This BOUNDARY SURVEY has been prepared for the exclusive use of the owner.


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

12- The North arrow shown herein based on recorded plat of "BAY HARBOR PLANNED DEVELOPMENT BOUNDARY SURVEY," dated 11/1/79, recorded in Plat Book 46, Page 3, Public Records of Miami-Dade County, Florida.

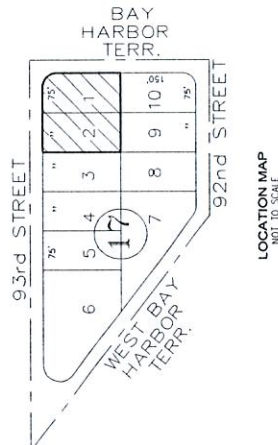
13- All measurements herein are made in accordance with the Florida State Standard Feet.

14- Flood Zone Data: Community/Flood Zone: "A" Base Flood Elevation: +8.0'

15- Elevation Mean Sea Level.

16- Benchmark Used: N/A

17- This BOUNDARY SURVEY has been prepared for the exclusive use of the owner.



LOCATION MAP
NOT TO SCALE

ROYAL POINT
LAND SURVEYORS, INC.

1070

11

20

10

99

10

1

LOCATION SKETCH SCALE: NTS

WEST BAY HARBOR DRIVE

TREE CHART

NO.	NAME	DIAMETER	SPAN	HEIGHT
1	PALMETTO PALM	1"	10'	12'
2	GUARDALUPE TREE	1"	17'	25'
3	MANGO TREE	4"	45'	30'
4	PALMETTO PALM	1"	10'	30'
5	MANGO TREE	0.8"	7'	12'
6	PALMETTO PALM	1"	7'	12'
7	PALMETTO PALM	1"	7'	12'
8	UMBRELLA TREE	3"	20'	20'
9	FIGUE TREE	0.8"	7'	20'
10	PALMETTO PALM	1"	10'	20'
11	ROYAL PALM	2.8"	10'	60'
12	ROYAL PALM	2.8"	10'	60'
13	ROYAL PALM	2.8"	10'	60'
14	ROYAL PALM	2.8"	10'	60'
15	ROYAL PALM	2.8"	10'	60'
16	ROYAL PALM	2.8"	10'	60'
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84	ROYAL PALM	2.8"	10'	60'
85	ROYAL PALM	2.8"	10'	60'
86	ROYAL PALM	2.8"	10'	60'
87	ROYAL PALM	2.8"	10'	60'
88	ROYAL PALM	2.8"	10'	60'
89	ROYAL PALM	2.8"	10'	60'
90	ROYAL PALM	2.8"	10'	60'
91	ROYAL PALM	2.8"	10'	60'
92	ROYAL PALM	2.8"	10'	60'
93	ROYAL PALM	2.8"	10'	60'
94	ROYAL PALM	2.8"	10'	60'
95	ROYAL PALM	2.8"	10'	60'
96	ROYAL PALM	2.8"	10'	60'
97	ROYAL PALM	2.8"	10'	60'
98	ROYAL PALM	2.8"	10'	60'
99	ROYAL PALM	2.8"	10'	60'
100	ROYAL PALM	2.8"	10'	60'

LOT AREA
22,366 SQ. FT.
0.51 ACRES

ALTA SURVEY

Property Address: 1170 103rd St., Bay Harbor Islands, FL 33154.
10281 W. Bay Harbor Dr., Bay Harbor Islands, FL 33154.

Certified To: Atlantis 103, LLC; Akerman LLP; First American Title Insurance Company.

Survey done according to First American Title Insurance Company File No.: 1062-354022

- Schedule B-II title exception # 12 affects the property and is plotted hereon.
- All other Schedule B-II title exceptions are blanket in nature and not plottable.
- There are no encroachments on the property.

Legal Description: Lots 6 and 7, Block 5, of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

SINCE 1987

BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007059

555 NORTH SHORE DRIVE

MIAMI BEACH, FL 33141

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

FLOOD ZONE AE

PANEL: 0144

DATE: 4/27/16

COMMUNITY # 120637

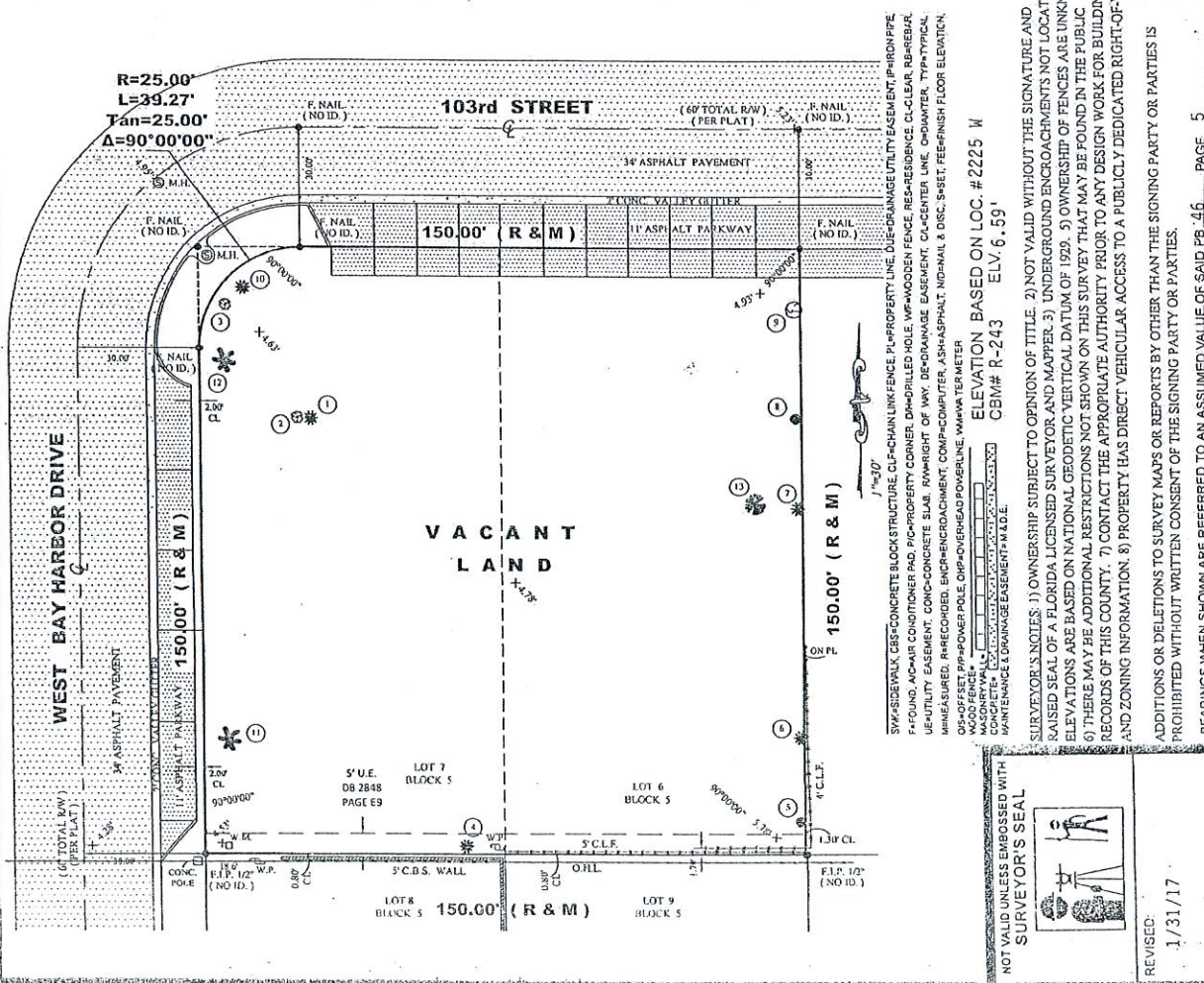
DOWN BY: 1" = 30'

DATE: 9/11/09

PAGE: 9

I HEREBY CERTIFY That the survey represented thereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027, Florida Statutes. There are no encroachments, overlaps, easements or other visible easements other than as shown thereon.

Adrian Nunez
ADRIAN NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924



SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) UNDERGROUND ENCROACHMENTS NOT LOCATED. 4) ELEVATIONS ARE BASED ON NATIONAL GEODETIC DATUM OF 1929. 5) OWNERSHIP OF FENCES ARE UNKNOWN. 6) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 7) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 8) PROPERTY HAS DIRECT VEHICULAR ACCESS TO A PUBLICLY DEDICATED RIGHT-OF-WAY. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PAGE 5.

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL
1/31/17

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Siegel, Town Clerk

From: Michael J. Miller, AICP *MM*

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 6/1/2017

Re: Transfer of Development Rights (TDR)

CC:

Atlantis 103, LLC (28 Total DU)

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request – 1 Private DU

Donor Site: 9260- 9280 Bay Harbor Terr. / Lots 1 & 2 of Block 17 (Southern Star Condo.)

Receiving Site: 10281 W. Bay Harbor Drive / Lots 6 & 7 of Block 5 (Future Atlantis)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Atlantis) was granted a Site Development Plan approval by the Town's PZ Board on March 21st, 2017 for a total of 28 DU. The Atlantis survey submitted shows that neither lot conveyed the 11-foot right-of-way to the Town for parking. **MMPA notes the Town's application form lists the Atlantis parcel size as 22,500 sq. ft.; however, this is incorrect, as Lot 7 is a corner lot with less square footage.** The actual combined parcel size is 22,366 sq. ft. Therefore, the allowable base zoning density of 34 DUA would allow for 17 DU on the receiving site (.513 acres X 34 DUA = 17.46 or 17 DU). Since the proposed project includes 28 total dwelling units this requires the acquisition of 11 TDR units. The receiving site has also submitted a concurrent application to contract with the Bay Harbor TH1, LLC site at 9870-9890 E. Bay Harbor Drive for five (5) private TDR units. If both private TDR applications are approved an additional five (5) TDR will be needed to construct the 28 DU complex.

The donor site is currently developed as a two-lot / 16 DU multi-family complex (Southern Star). **MMPA notes the application form includes an incorrect parcel size.** The TDR application form states the site is 22,500 sq. ft. / .52 acres in size. However, the survey submitted with the TDR application notes the site is 22,366 sq. ft. / .513 acres. Town records reveal the donor site never conveyed the 11-foot right-of-way to the Town for parking. This would entitle the donor site to 17 DU (.513 acres x 34 DUA = 17.46 DU or 17 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down).

June 1, 2017

As there are 16 DU existing on the site and 17 DU allowed by right, the **donor** site has the ability to convey the one (1) TDR unit requested. If the 1 TDR unit requested is approved, the **donor** site will have 0 TDR units available.

Additionally, if the 1 TDR unit requested is approved for the **receiving** site, as well as the 5 TDR units in the concurrent application (Bay Harbor TH1, LLC), the **receiving** site will still need to acquire an additional 5 TDR units.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.

Town of Bay Harbor Islands Code Compliance Department

TDR Re-inspection

Date: May 25, 2017

Property Address: Southern Star Condominium
9260-80 Bay Harbor Drive
Bay Harbor Islands, FL 33154



Front view of the property. No violations observed.



Building 9260- No violations observed.

Town of Bay Harbor Islands Code Compliance Department

TDR Re-inspection



No violations observed.



No violations observed.

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



No violations observed.



No violations observed.

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



No violation observed.



No violation observed.

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



No violations observed.



No violation observed.

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



No pending violation.



Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



No pending violations.



No pending violations.

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



No pending violations.



June 5, 2017

Marlene M. Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW PROJECT ~ ATLANTIS ~ 10281 W. BAY HARBOR DRIVE
Transfer of Development Rights
9260-80 Bay Harbor Terrace ~ Folio #13-2227-001-3130

Dear Mrs. Siegel:

As per your request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS - None (Well Maintained)

ELECTRICAL REPAIRS - None

MECHANICAL REPAIRS

1. All rooftop A/C units shall be anchored properly (FBC2014)
2. Replace roof access hatches with high wind type (FMC 301.15)
3. Install fall protection railing around roof access openings (FMC 304.11)

PLUMBING REPAIRS

1. Lawn sprinkler irrigation system disconnected - not working properly

This building was built in 1957. The building was re-certified in 1998. In 2007 it was not in the Miami-Dade list. The building will need to be re-certified in 2017.

If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee, CBO
Chief Building Official
DEL/am

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

ATLANTIS

NEW CONDOMINIUM BUILDING

10281 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

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C-4	DETAILS & SECTIONS
E-101	SITE / LEVEL 1 PHOTOMETRIC PLAN



INTERIOR ATRIUM LOOKING



STREET PERSPECTIVE

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.

6800 S.W. 81st STREET
MIAMI, FLORIDA 33143
P H : (3 0 5) 6 6 5 . 9 6 8 8
F A X : (3 0 5) 6 6 8 . 8 4 2 6

CIVIL ENGINEER:
HOLLAND ENGINEERING

111 South 21 Avenue
Hollywood, Florida 33020
P H : (9 5 4) 3 6 7 . 0 3 7 1
F A X : (3 0 5) 3 6 7 . 0 3 7 2

OWNER / DEVELOPER:

ATLANTIS 103, LLC

7657 NW 50TH STREET
MIAMI, FLORIDA 33166
P H : (3 0 5) 5 9 2 . 2 5 2 6

ARCHITECT:

FRANKEL BENAYOUN
ARCHITECTS, INC.

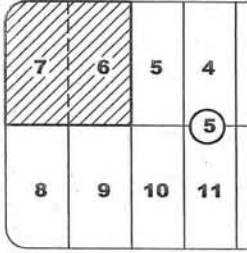
FRANKEL BENAYOUN
ARCHITECTS, INC.
1177 KANE CONCOURSE, STE. 100, BAY HARBOR ISLANDS, FL 33154
P H : (3 0 5) 8 6 8 . 3 6 6 5
F A X : (3 0 5) 8 6 8 . 3 6 6 5
INFO@FRANKELBENAYOUN.COM

P&Z SUBMITTAL - FEBRUARY 13, 2017

LOCATION SKETCH SCALE: NTS

WEST BAY HARBOR DRIVE

103rd STREET



TREE CHART

NO.	NAME	DIAMETER	SPAN	HEIGHT
1	PALMETTO PALM	1"	10'	12'
2	GUARDALINDO TREE	1"	17'	28'
3	JACQUE TREE	4"	40'	30'
4	PALMETTO PALM	1"	10'	30'
5	MANGO TREE	0.8"	7'	15'
6	PALMETTO PALM	1"	7'	15'
7	PALMETTO PALM	1"	7'	15'
8	UMBRELLA TREE	3"	20'	30'
9	FIGUS TREE	0.8"	7'	20'
10	PALMETTO PALM	1"	10'	30'
11	ROYAL PALM	2.5"	10'	50'
12	ROYAL PALM	2.5"	10'	50'
13	PINE TREE	2"	7'	30'

LDT AREA
22,366 sq. ft.
0.51 acres

ALTA SURVEY

Property Address: 1170 103rd St., Bay Harbor Islands, FL 33154.
10281 W. Bay Harbor Dr., Bay Harbor Islands, FL 33154.

Certified To: Atlantis 103, LLC; Akerman LLP; First American Title Insurance Company.

Survey done according to First American Title Insurance Company File No.: 1062-3544022
Schedule B-II title exception # 12 affects the property and is plotted hereon.
All other Schedule B-II title exceptions are blanket in nature and not plottable.
There are no encroachments on the property.

Legal Description: Lots 6 and 7, Block 5, of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

I HEREBY CERTIFY That the survey represented hereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.
There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

SINCE 1987

BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007059

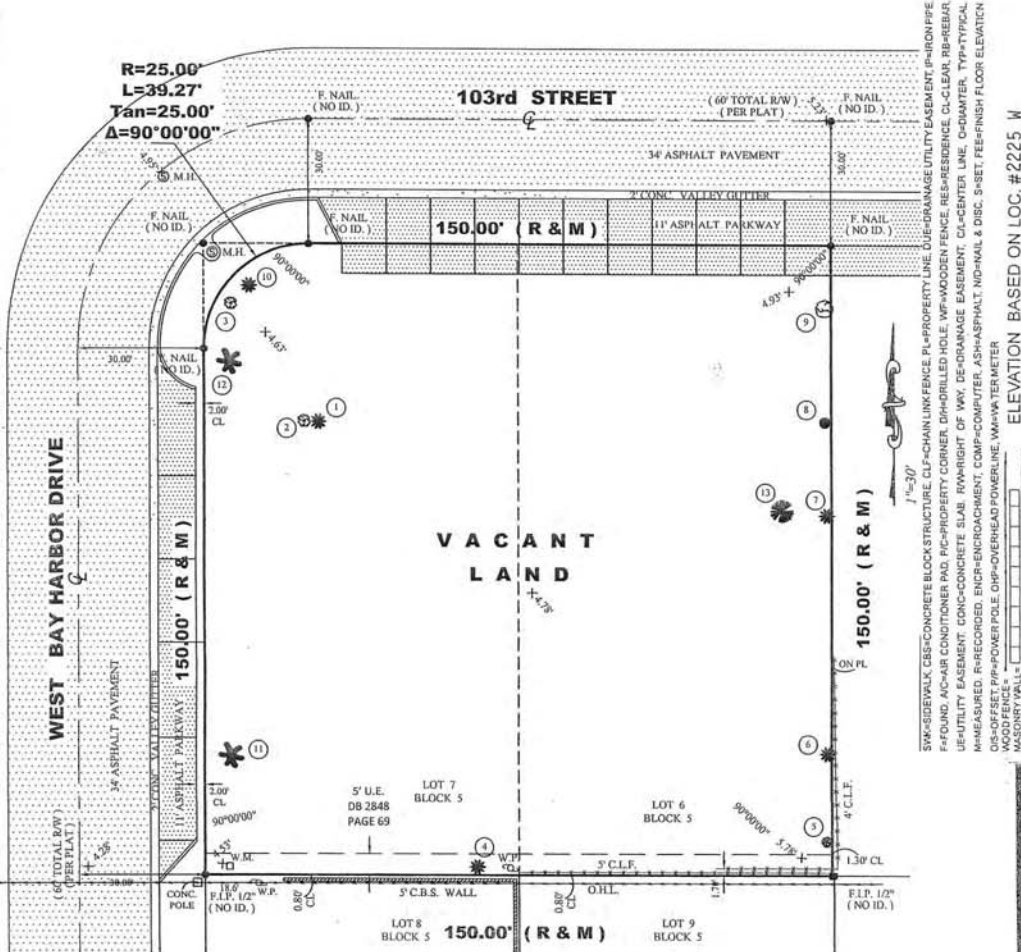
555 NORTH SHORE DRIVE

MIAMI BEACH, FL 33141

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

FLOOD ZONE	AE	SUFFIX	L	DATE	9/11/09	BASE	9'
PANEL	0144	COMMUNITY #	120637	DRAWN BY	JOB NO		
DATE	4/27/16	SCALE	1" = 30'				16-394

ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924



RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) UNDERGROUND ENCROACHMENTS NOT LOCATED. 4) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 5) OWNERSHIP OF FENCES ARE UNKNOWN. 6) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 7) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 8) PROPERTY HAS DIRECT VEHICULAR ACCESS TO A PUBLICLY DEDICATED RIGHT-OF-WAY. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB. 46 PAGE 5

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL
1/31/17
REVISED



AERIAL MAP

SCALE: N.T.S.



NOTE: FUTURE LAND USE DESIGNATION FOR PROPERTIES WITHIN 300' RADIUS OF SITE ARE MEDIUM-HIGH DENSITY RESIDENTIAL. [HATCHED AREA INDICATES 300' RADIUS]

LOCATION MAP

SCALE: N.T.S.



ZONING SUMMARY

ZONING SUMMARY											
ARCHITECTURAL ANALYSIS					LOT AREA		SF		ACRES		
THE SITE IS VACANT					22,366		0.51 +/-				
BUILDING OCCUPANCY					R1						
TYPE OF CONSTRUCTION					TYPE I-B						
FLORIDA BUILDING CODE 5th EDITION 2014											
FLORIDA FIRE PREVENTION CODE 5th EDITION											
UNIT #	# OF UNITS	NSF PER UNIT	GSR PER UNIT	BALCONY	SF	# OF BD / # OF BA			9.0' NGVD		
UNIT 301	1	1,990	2,123	485	SF	3 BD / 3.5 BA			5.33' NGVD		
UNIT 302	1	1,245	1,345	113	SF	2 BD / 2 BA					
UNIT 303	1	1,684	1,826	400	SF	2 BD / 2.5 BA					
UNIT 304	1	1,574	1,707	322	SF	2 BD / 2.5 BA					
UNIT 305	1	1,234	1,377	104	SF	2 BD / 2 BA					
UNIT 306	1	1,800	1,940	302	SF	2 BD / 2.5 BA + STUDIO					
UNIT 401	1	1,882	2,016	592	SF	3 BD / 3.5 BA					
UNIT 402	1	1,151	1,260	266	SF	2 BD / 2 BA					
UNIT 403	1	1,445	1,576	610	SF	2 BD / 2.5 BA					
UNIT 404	1	1,291	1,413	620	SF	2 BD / 2 BA					
UNIT 405	1	1,193	1,416	155	SF	2 BD/2 BA					
UNIT 406	1	1,576	1,706	530	SF	2 BD/2.5 BA + STUDIO					
UNIT 501	1	1,882	2,016	520	SF	3 BD / 3.5 BA					
UNIT 502	1	1,151	1,260	118	SF	2 BD / 2 BA					
UNIT 503	1	1,445	1,576	353	SF	2 BD / 2.5 BA					
UNIT 504	1	1,291	1,413	555	SF	2 BD / 2 BA					
UNIT 505	1	1,193	1,416	155	SF	2 BD/2 BA					
UNIT 506	1	1,576	1,706	300	SF	2 BD/2.5 BA					
UNIT 601	1	1,882	2,016	462	SF	3 BD / 3.5 BA					
UNIT 602	1	1,033	1,130	248	SF	1 BD / 2 BA + STUDIO					
UNIT 603	1	1,222	1,336	540	SF	2 BD / 2.5 BA					
UNIT 604	1	1,580	1,836	782	SF	2 BD / 2.5 BA					
UNIT 605	1	1,780	2,040	513	SF	2 BD/3 BA					
UNIT 701	1	1,882	2,016	429	SF	3 BD/3.5 BA					
UNIT 702	1	1,033	1,130	140	SF	1 BD / 2 BA + STUDIO					
UNIT 703	1	1,222	1,336	327	SF	2 BD / 2.5 BA					
UNIT 704	1	1,580	1,836	542	SF	2 BD/2.5 BA					
UNIT 705	1	1,780	2,040	253	SF	2 BD/3 BA					
TOTAL	28	41,597	46,796	-	SF						
STORAGE		28	25 SF EACH								
NOTE: 1. DENS AND STUDIOS CAN NEVER BE CONVERTED OR USED AS BEDROOMS, UNLESS THE DU SIZE IS ADEQUATE AND BUILDING CODE REQUIREMENTS ARE MET. 2. PROVIDE SOUND ABATEMENT PANELS AROUND WALLS OF COOLING TOWER & GENERATOR ROOM.											
							20% OF LOT AREA MINIMUM IMPERVIOUS AREA		20% OF LOT AREA MINIMUM		
							ROOF DECK LANDSCAPE REQUIREMENTS		ROOF DECK LANDSCAPE REQUIREMENTS		
							15% OF ROOF AREA MINIMUM		15% OF ROOF AREA MINIMUM		
							LOT COVERAGE		LOT COVERAGE		
							(PERIMETER DETERMINED BY THE SETBACKS)		(PERIMETER DETERMINED BY THE SETBACKS)		
							PARKING SPACE REQUIREMENTS		PARKING SPACE REQUIREMENTS		
							RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & 2 GUEST PARKING AS A SUBSET OF THE TOTAL		RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & 2 GUEST PARKING AS A SUBSET OF THE TOTAL		
							56 (INCLUDING 2 GUEST)		56 (INCLUDING 3 GUEST)		
							58 (INCLUDING 3 GUEST)		58 (INCLUDING 3 GUEST)		

ZONING SUMMARY

LEGAL DESCRIPTION		SF	ACRES
LOTS 6 & 7 BLOCK 5 BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA		22,366	0.51 +/-
FLOOD ELEVATION		9.0' NGVD	
THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 9.0' NGVD. MAP/PANEL			
CROWN OF THE ROAD		5.23' NGVD	
ZONING CLASSIFICATION		RM2 - MULTI FAMILY RESIDENTIAL DISTRICT	
FUTURE LAND USE DESIGNATION		MEDIUM-HIGH DENSITY RESIDENTIAL	
FLR (DETERMINED BY THE SETBACKS)	ALLOWABLE	PROPOSED	
MAXIMUM DENSITY (0.51 ACRES X 60 DU/A)	N/A	28 DU [0.51 ACRES X 55 DU/A]	
34 UNITS PER NET ACRE [ALLOWABLE BASE DENSITY]	30 DU 17.34 (17)	28 (11 TDRs REQ.)	
SETBACKS	REQUIRED	PROPOSED	
FRONT: UP TO 30'-0" HIGH	20'-0"	20'-0"	
UP TO 45'-0" HIGH	25'-0"	30'-0"	
UP TO 65'-0" HIGH	30'-0"	30'-0"	
REAR UP TO 30'-0" HIGH	10'	10'	
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"	21'-8" (MAX)	21'-8" (MAX)	
SIDE: UP TO 30'-0" HIGH 10% OF LOT WIDTH	15'	15'	
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"	26'-5" (MAX)	26'-5" (MAX)	
FLEX: 1/3 OF BUILDING LENGTH @ NORTH [0.33 X 115'-0"] @ EAST [0.33 X 120'-0"] @ SOUTH [0.33 X 115'-0"] @ WEST [0.33 X 120'-0"]	38'-4" 40'-0" 38'-4" 40'-0"	38'-4" 40'-0" 38'-4" 40'-0"	
MAXIMUM HEIGHT	ALLOWABLE	PROPOSED	
MAXIMUM BUILDING HEIGHT	65'-0" above BFE	65'-0" above BFE	
GROUND LANDSCAPE AREA	REQUIRED	PROPOSED	
20% OF LOT AREA MINIMUM	22,366 X .20	4,473 SF	
IMPERVIOUS AREA		5,075 SF = 23%	
ROOF DECK LANDSCAPE REQUIREMENTS		17,291 SF = 77% OF SITE AREA	
15% OF ROOF AREA MINIMUM	6,185 SF	X .15	
LOT COVERAGE		PROPOSED	
(PERIMETER DETERMINED BY THE SETBACKS)		1,277 SF = 21. %	
PARKING SPACE REQUIREMENTS	ALLOWABLE DETERMINED BY SETBACKS	PROPOSED	
RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & 2 GUEST PARKING AS A SUBSET OF THE TOTAL		15,681 SF = 70%	
	REQUIRED	PROPOSED	
		56 (INCLUDING 2 GUEST)	
		58 (INCLUDING 3 GUEST)	

ARCHITECTURAL ANALYSIS					SF		ACRES			
THE SITE IS VACANT					22,366		0.51 +/-			
BUILDING OCCUPANCY					9.0' NGVD					
TYPE OF CONSTRUCTION										
FLORIDA BUILDING CODE 5th EDITION 2014										
FLORIDA FIRE PREVENTION CODE 5th EDITION										
# OF UNITS	NSF PER UNIT	GSR PER UNIT	BALCONY	SF						
UNIT #	# OF UNITS	NSF PER UNIT	GSR PER UNIT	BALCONY	SF					
UNIT 301	1	1,990	2,123	485	SF					
UNIT 302	1	1,245	1,345	113	SF					
UNIT 303	1	1,684	1,826	400	SF					
UNIT 304	1	1,574	1,707	322	SF					
UNIT 305	1	1,234	1,377	104	SF					
UNIT 306	1	1,800	1,940	302	SF					
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UNIT 502	1	1,151	1,260	118	SF					
UNIT 503	1	1,445	1,576	353	SF					
UNIT 504	1	1,291	1,413	555	SF					
UNIT 505	1	1,193	1,416	155	SF					
UNIT 506	1	1,576	1,706	300	SF					
UNIT 601	1	1,882	2,016	462	SF					
UNIT 602	1	1,033	1,130	248	SF					
UNIT 603	1	1,222	1,336	540	SF					
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TOTAL	28	41,597	46,796	-	SF					
STORAGE	28	25 SF EACH								
NOTE: 1. DENS AND STUDIOS CAN NEVER BE CONVERTED OR USED AS BEDROOMS, UNLESS THE DU SIZE IS ADEQUATE AND BUILDING CODE REQUIREMENTS ARE MET. 2. PROVIDE SOUND ABATEMENT PANELS AROUND WALLS OF COOLING TOWER & GENERATOR ROOM.										

ARCHITECTURAL ANALYSIS					SF		ACRES			
THE SITE IS VACANT					22,366		0.51 +/-			
BUILDING OCCUPANCY					9.0' NGVD					
TYPE OF CONSTRUCTION										
FLORIDA BUILDING CODE 5th EDITION 2014										
FLORIDA FIRE PREVENTION CODE 5th EDITION										
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UNIT 303	1	1,684	1,826	400	SF					
UNIT 304	1	1,574	1,707	322	SF					
UNIT 305	1	1,234	1,377	104	SF					



EAST STREET VIEW ON 103 STREET

SUBJECT PROPERTY ON 103 RD

SUBJECT PROPERTY ON WBHD

ADJACENT NEIGHBOR ON WBHD



EXISTING ACROSS 103 STREET

EXISTING ACROSS WBHD

ADJACENT NEIGHBOR ON 103 STREET

STREET VIEW ON WBHD



SITE DESIGN / NORTH ELEVATION 103 STREET

SITE DESIGN / WEST ELEVATION ON WBHD

[illegible]



AERIAL VIEW

A-0.03

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-COO1424

MARKUS A. FRANKEL,
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN,
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 969.3665 FAX: (305) 969.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166
T: 305.592.2526
F: 305.592.7887
C: 786.306.4353

BE HOLLAND ENGINEERING INC.
civil engineers

3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021

(954)367-0371 • (954)367-0372 Fax

SUSAN C. HOLLAND, PE
Reg. no. 41831



SEE US AT BOQ

100

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
6740-90 WEST BAY HARBOR DRIVE
BAY HARBOR ISLAND, FL 33434

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

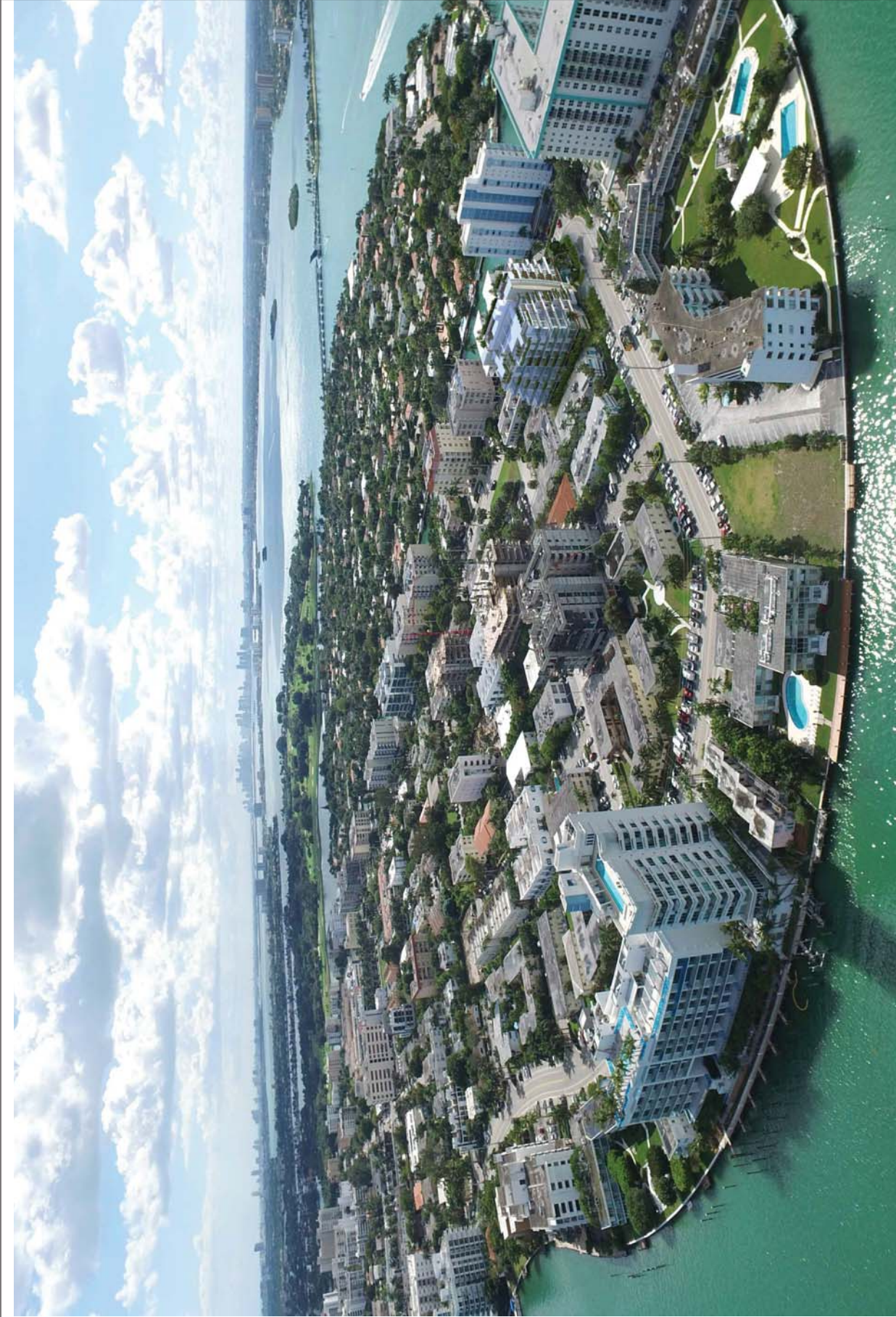
AERIAL VIEW

SCALE 1/8" = 1' 0"

DATE JANUARY 20 2017

• • • •

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AERIAL VIEW

ATLANTIS

10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
8740-00 WEST BAY HARBOR DRIVE
BAY HARBOR BLVD. FLORIDA 33584



GHOMANTIC
DESIGNS, INC.
ROBERT PARLEY ASLA
PHOTOGRAPHY & VIDEO
3000 N. W. 10TH AVE. SUITE 100
FORT LAUDERDALE, FL 33309
TEL: 954.473.1100 FAX: 954.473.1101

LANDSCAPE ARCHITECT
USDA 00000000
3000 HOLLYWOOD BOULEVARD
SUITE 100 - FORT LAUDERDALE, FL 33309
SUSAN C. HOLLAND PE
Reg. No. 41851

OWNER/DEVELOPER
ATLANTIS 103, LLC
7651 NW 50TH STREET
MIAMI, FL 33166
P: 305.592.4504
F: 305.592.7887
C: 786.306.4353

FRANKEL BENAVOLIN
ARCHITECTS PLLC
LICENSE NO. A-0001494
1000 N. W. 10TH AVE. SUITE 100
FORT LAUDERDALE, FL 33309
P: 305.592.4504
F: 305.592.7887
C: 786.306.4353
WWW.FRANKELBENAVOLIN.COM

DATE: JANUARY 21, 2017
SCALE: 1/8" = 1'-0"

A-0.03A

AERIAL VIEW

NO.	REVISION	DATE

DATE: 01/21/17

REVISION:

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DATE:

BY:

DATE:

BY:

DATE:

BY:

DATE:

BY:



RENDERING [103RD STREET VIEW]

FRANKEL BENAVOLIN
ARCHITECTS PLANNERS INTERIORS

LICENSE NO. A-0011494
ADDRESS: 10000 W. 31ST AVE.
SUITE 100, MIAMI, FL 33187
PHONE: (305) 552-1111
FAX: (305) 552-1112
WWW.FRANKELBENAVOLIN.COM



OWNER/DEVELOPER
ATLANTIS 103, LLC
7651 NW 50TH STREET
MIAMI, FL 33166
F: 305.592.9504
C: 786.306.4353

ON SITE
IB **INTERIORS INC.**
3000 HOLLYWOOD BLVD
SUITE 100, MIAMI, FL 33166
PHONE: (305) 552-1111
FAX: (305) 552-1112
WWW.IBINTERIORS.COM

LANDSCAPE ARCHITECT
GHOMANTIC
DESIGNS, INC.
ROBERT FARLEY ASLA
10000 W. 31ST AVE.
SUITE 100, MIAMI, FL 33187
PHONE: (305) 552-1111
FAX: (305) 552-1112
WWW.GHOMANTIC.COM

SECTIONAL SIDE

NOT TO SCALE

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
8740-80 WEST BAY HARBOR DRIVE
BAY HARBOR BLVD FLORIDA 33584

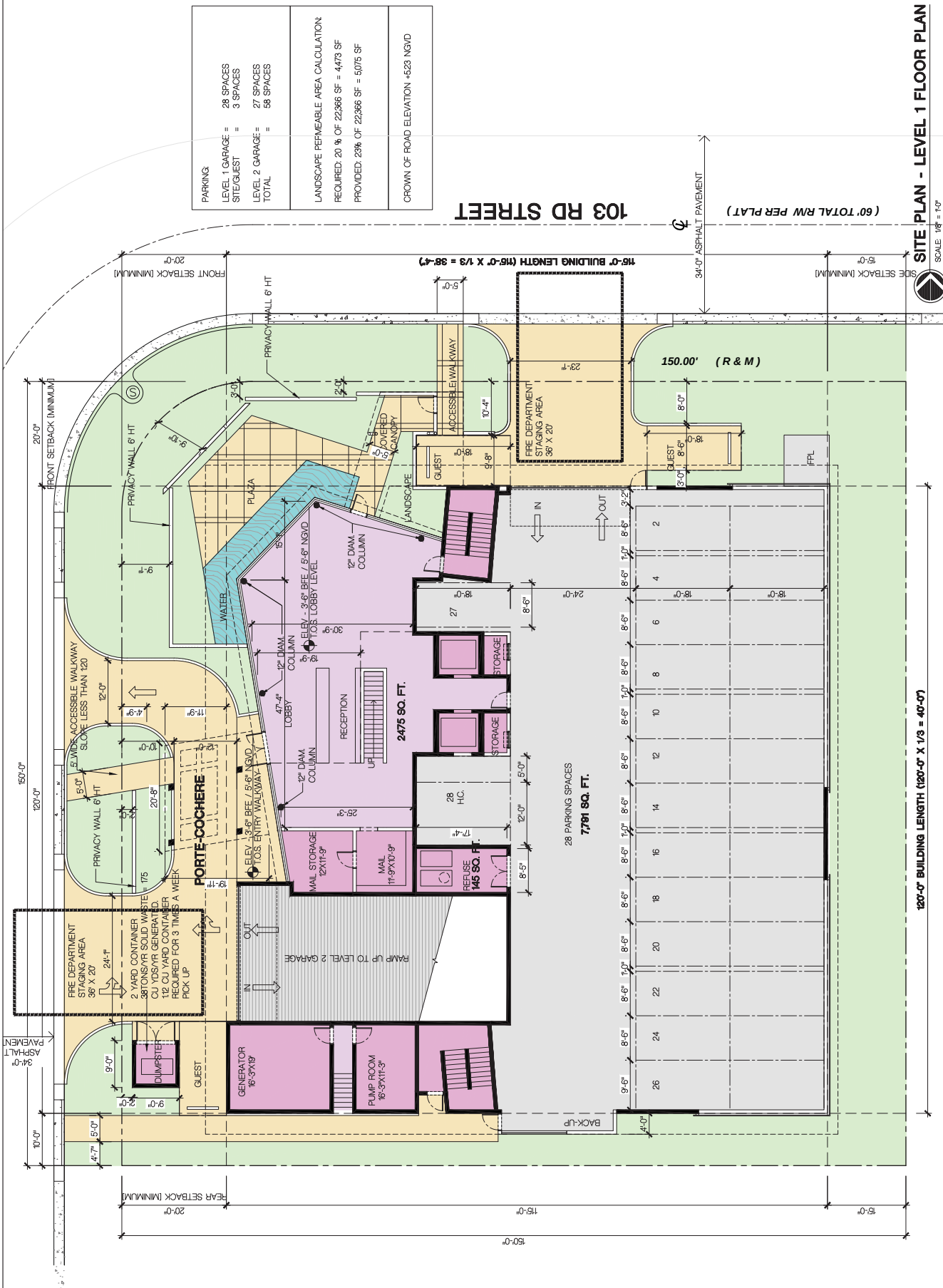
NO.	REVISION	DATE	BY

DRAWING TITLE
RENDERING
103RD STREET VIEW
DATE: JANUARY 26, 2017
SCALE: 1/8" = 1'-0"

A-0.04



A-0.06A



103 RD STREET

(60' TOTAL R/W PER PLAT)

SITE PLAN - LEVEL 1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAVOLIN
ARCHITECTS PLLC
PLANNERS ARCHITECTS
LICENSE NO. A-0001494
ADDRESS: 10000 W. 15TH AVENUE, SUITE 100
DENVER, CO 80202
PHONE: (303) 755-1111
FAX: (303) 755-1112
E-MAIL: INFO@FRANKELBENAVOLIN.COM

OWNER (DEVELOPER)
ATLANTIS 103, LLC
7657 NW 50TH STREET
MIAMI, FL 33166
F. 305.592.7887
C. 786.366.4353

ON SITE
15 HARBOR BLVD CONDOMINIUMS, INC.
3900 HOLLYWOOD BLVD
(HARVEST-37) - (HARVEST-37) 1st
SUSAN C. HOLLAND, PE
(Reg. No. 41831)

LANDSCAPE ARCHITECT
GHOMANTIC
DESIGNS, INC.
ROBERT PARLEY ASLA
(REG. NO. 41831) - (REG. NO. 41831)
10000 W. 15TH AVENUE, SUITE 100
DENVER, CO 80202

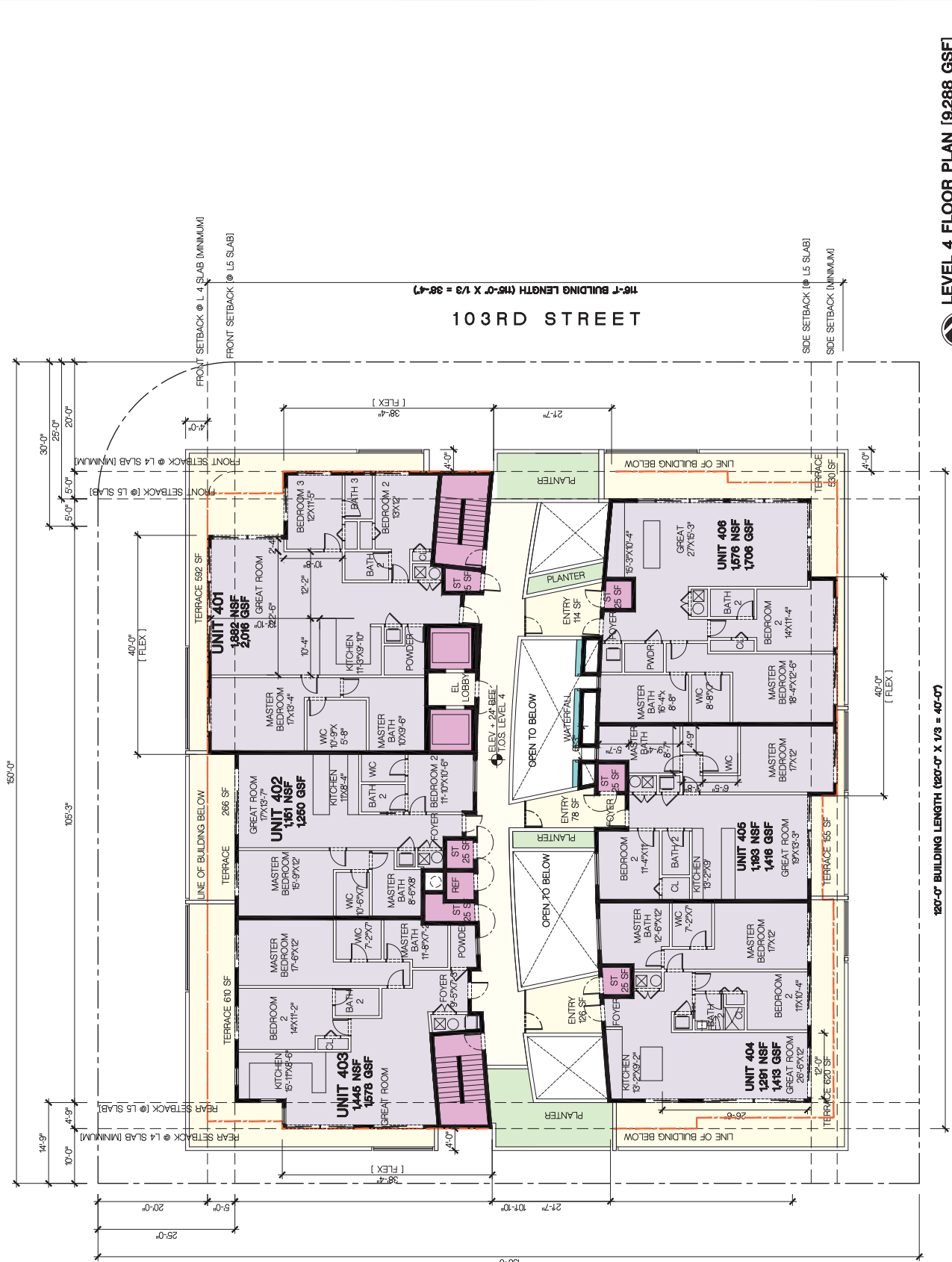
STRUCTURAL ENGINEER
STRUCTURE
INC.

M.P. INC.

ATLANTIS
NEW CONDOMINIUM BUILDING
8740-00 WEST BAY HARBOR DRIVE
BAY HARBOR BLVD. FLORIDA 33154

NO.	REVISION	DATE

DRAWING TITLE
SITE PLAN
LEVEL 1 FLOOR PLAN
DATE 1/19/2017
BY J. L. S. / J. L. S.
CHKD J. L. S. / J. L. S.



LEVEL 4 FLOOR PLAN [9,288 GSF]
SCALE: 1/8" = 1'-0"
INCLUDES STG RM & ENTRY COURTS TO EASTERN UNITS

FRANKEL BENAVOLIN
ARCHITECTS PLLC
PLANNING INTERIOR DESIGN

LICENSE NO. A-0001494
STATE OF FLORIDA
ADDRESS: 100 FRANKLIN AVE.
SUITE 200
MIAMI, FL 33136
PHONE: (305) 592-7887
FAX: (305) 592-7887
E-MAIL: INFO@FRANKELBENAVOLIN.COM

ATLANTIS 103, LLC
7657 NW 50TH STREET
MIAMI, FL 33166
F: 305.592.7887
C: 786.306.4353

15 HOLLAND BUILDING INC.
300 HOLLYWOOD BLVD
(HAWT-301) - (HAWT-302) 4th
SUSAN C. HOLLAND, PE
(Reg. No. 41151)

GROMANTIC
DESIGNS, INC.
ROBERT PARLEY ASLA
(Reg. No. 41212)
1000 SW 10TH AVE, SUITE 100
MIAMI, FL 33136
PHONE: (305) 592-7887

STRUCTURAL: SEE
MEP: SEE

NEW CONDOMINIUM BUILDING
8740-90 WEST BAY HARBOR DRIVE
BAY HARBOR BLVD. FLORIDA 33154

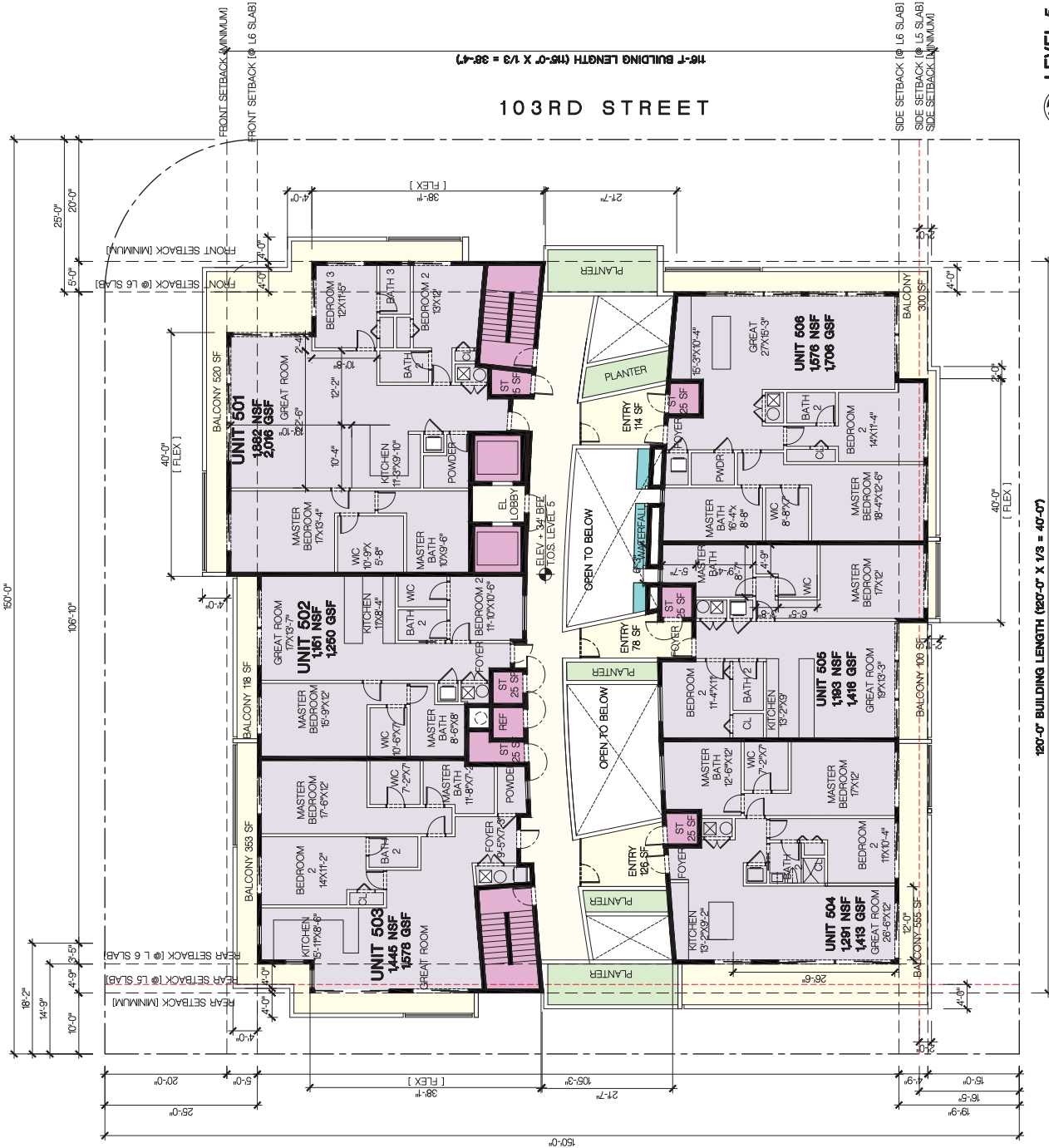
10281 WEST BAY HARBOR DRIVE
ATLANTIS

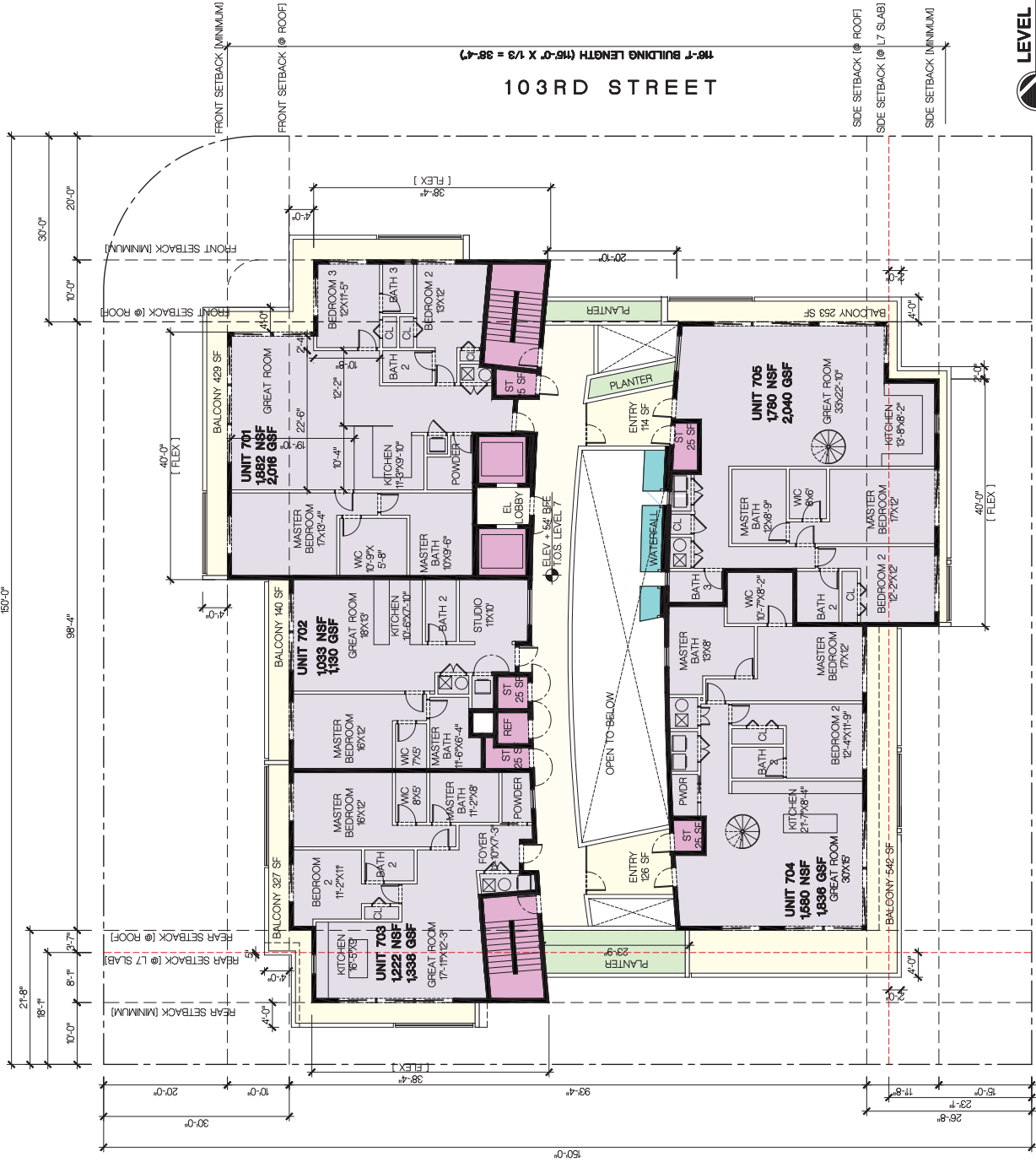
NO.	REVISION	DATE

DRAWING FILE

LEVEL 4 FLOOR PLAN
DATE: 1/19/17
REV: 01/20/17

A-104





LEVEL 7 FLOOR PLAN [8,360 GSF]

[INCLUDES ENTRY COURTS TO EASTERN UNITS]

120'-0" BUILDING LENGTH (120'-0" X 1/3 = 40'-0")

FRANKEL BENAYOUN ARCHITECTS

10000 N.W. 42nd Avenue

Suite 100

Fort Lauderdale, FL 33309

Phone: (954) 551-1111

Fax: (954) 551-1112

Website: www.frankelbenayoun.com

ATLANTIS 103, LLC

7657 NW 50th Street

Miami, Florida 33166

T: 305.592.2526

F: 305.592.2527

C: 786.306.4353

ONE TWO

10281 WEST BAY HARBOR DRIVE

APT. 103

MIAMI, FL 33166

Reg. No. 41831

GEOMANTIC DESIGNS, INC.

10000 N.W. 42nd Avenue

Suite 100

Fort Lauderdale, FL 33309

Phone: (954) 551-1111

Fax: (954) 551-1112

Website: www.geomantic.com

STRUCTURAL ENG.

10000 N.W. 42nd Avenue

Suite 100

Fort Lauderdale, FL 33309

Phone: (954) 551-1111

Fax: (954) 551-1112

Website: www.structural.com

10281 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

8740-90 WEST BAY HARBOR DRIVE

BAY HARBOR BLVD. FLOOR 103A

ROOF PLAN

DATE: 10/1/17

DATE: JANUARY 23, 2017

SCALE: 1/8" = 1'-0"

A-108

REVISIONS

NO. DATE DESCRIPTION

1 10/1/17

2 10/1/17

3 10/1/17

4 10/1/17

5 10/1/17

6 10/1/17

7 10/1/17

8 10/1/17

9 10/1/17

10 10/1/17

OWNER: ATLANTIS 103, LLC

7657 NW 50th Street

Miami, Florida 33166

T: 305.592.2526

F: 305.592.2527

C: 786.306.4353

ONE TWO

10281 WEST BAY HARBOR DRIVE

APT. 103

MIAMI, FL 33166

Reg. No. 41831

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Phone: (954) 551-1111

Fax: (954) 551-1112

Website: www.geomantic.com

STRUCTURAL ENG.

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Suite 100

Fort Lauderdale, FL 33309

Phone: (954) 551-1111

Fax: (954) 551-1112

Website: www.structural.com

10281 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

8740-90 WEST BAY HARBOR DRIVE

BAY HARBOR BLVD. FLOOR 103A

ROOF PLAN

DATE: 10/1/17

DATE: JANUARY 23, 2017

SCALE: 1/8" = 1'-0"

A-108

REVISIONS

NO. DATE DESCRIPTION

1 10/1/17

2 10/1/17

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7 10/1/17

8 10/1/17

9 10/1/17

10 10/1/17

OWNER: ATLANTIS 103, LLC

7657 NW 50th Street

Miami, Florida 33166

T: 305.592.2526

F: 305.592.2527

C: 786.306.4353

ONE TWO

10281 WEST BAY HARBOR DRIVE

APT. 103

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Website: www.geomantic.com

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Fax: (954) 551-1112

Website: www.structural.com

10281 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

8740-90 WEST BAY HARBOR DRIVE

BAY HARBOR BLVD. FLOOR 103A

FRANKEL BENAYOUN ARCHITECTS

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Fax: (954) 551-1112

Website: www.frankelbenayoun.com

ATLANTIS 103, LLC

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Miami, Florida 33166

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C: 786.306.4353

ONE TWO

10281 WEST BAY HARBOR DRIVE

APT. 103

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Suite 100

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Fax: (954) 551-1112

Website: www.geomantic.com

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Suite 100

Fort Lauderdale, FL 33309

Phone: (954) 551-1111

Fax: (954) 551-1112

Website: www.structural.com

10281 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

8740-90 WEST BAY HARBOR DRIVE

BAY HARBOR BLVD. FLOOR 103A

ROOF PLAN

DATE: 10/1/17

DATE: JANUARY 23, 2017

SCALE: 1/8" = 1'-0"

A-108

REVISIONS

NO. DATE DESCRIPTION

1 10/1/17

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9 10/1/17

10 10/1/17

OWNER: ATLANTIS 103, LLC

7657 NW 50th Street

Miami, Florida 33166

T: 305.592.2526

F: 305.592.2527

C: 786.306.4353

ONE TWO

10281 WEST BAY HARBOR DRIVE

APT. 103

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Reg. No. 41831

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Phone: (954) 551-1111

Fax: (954) 551-1112

Website: www.structural.com

10281 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

8740-90 WEST BAY HARBOR DRIVE

BAY HARBOR BLVD. FLOOR 103A

FRANKEL BENAYOUN
ARCHITECTS

10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR BLVD. FLORIDA 33544

ATLANTIS 103, LLC
7927 NW 50TH STREET
MIAMI, FLORIDA 33166
T: 305.892.3328
F: 305.892.3853
C: 305.892.3853

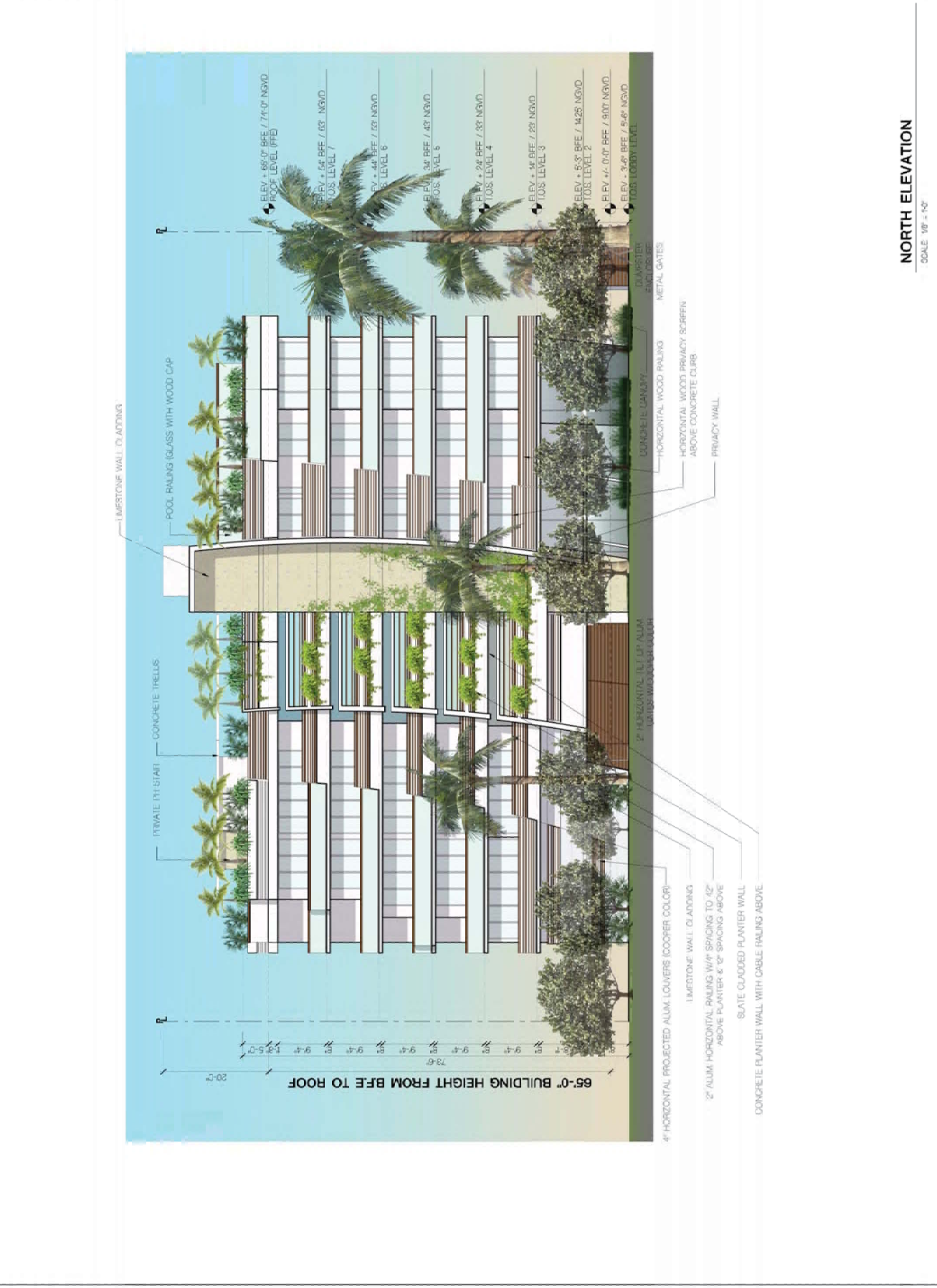
HE
HILLIARD ENGINEERING INC.
10000 N. W. 10TH AVE.
SUITE 200
MIAMI, FLORIDA 33150
T: 305.444.4444
F: 305.444.4444
C: 305.444.4444

GEOMANTIC
DESIGN, INC.
10000 N. W. 10TH AVE.
SUITE 200
MIAMI, FLORIDA 33150
T: 305.444.4444
F: 305.444.4444
C: 305.444.4444

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR BLVD. FLORIDA 33544

NORTH ELEVATION

A-2.01



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS
10000 SW 15th Avenue
Miami, FL 33155
Tel: 305.555.1111
Fax: 305.555.1112
www.frankelbenayoun.com

ATLANTIS 103, LLC
7927 NW 50TH STREET
MIAMI, FLORIDA 33166
Tel: 305.592.3326
Fax: 305.592.3327
www.atlantis103.com

HILLIARD ENGINEERS INC.
10000 SW 15th Avenue
Miami, FL 33155
Tel: 305.555.1111
Fax: 305.555.1112
www.hilliardengineers.com

GEONANTIC
DESIGN, INC.
10000 SW 15th Avenue
Miami, FL 33155
Tel: 305.555.1111
Fax: 305.555.1112
www.geonantic.com

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR ISLAND, FLORIDA 3354

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR ISLAND, FLORIDA 3354

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR ISLAND, FLORIDA 3354

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR ISLAND, FLORIDA 3354

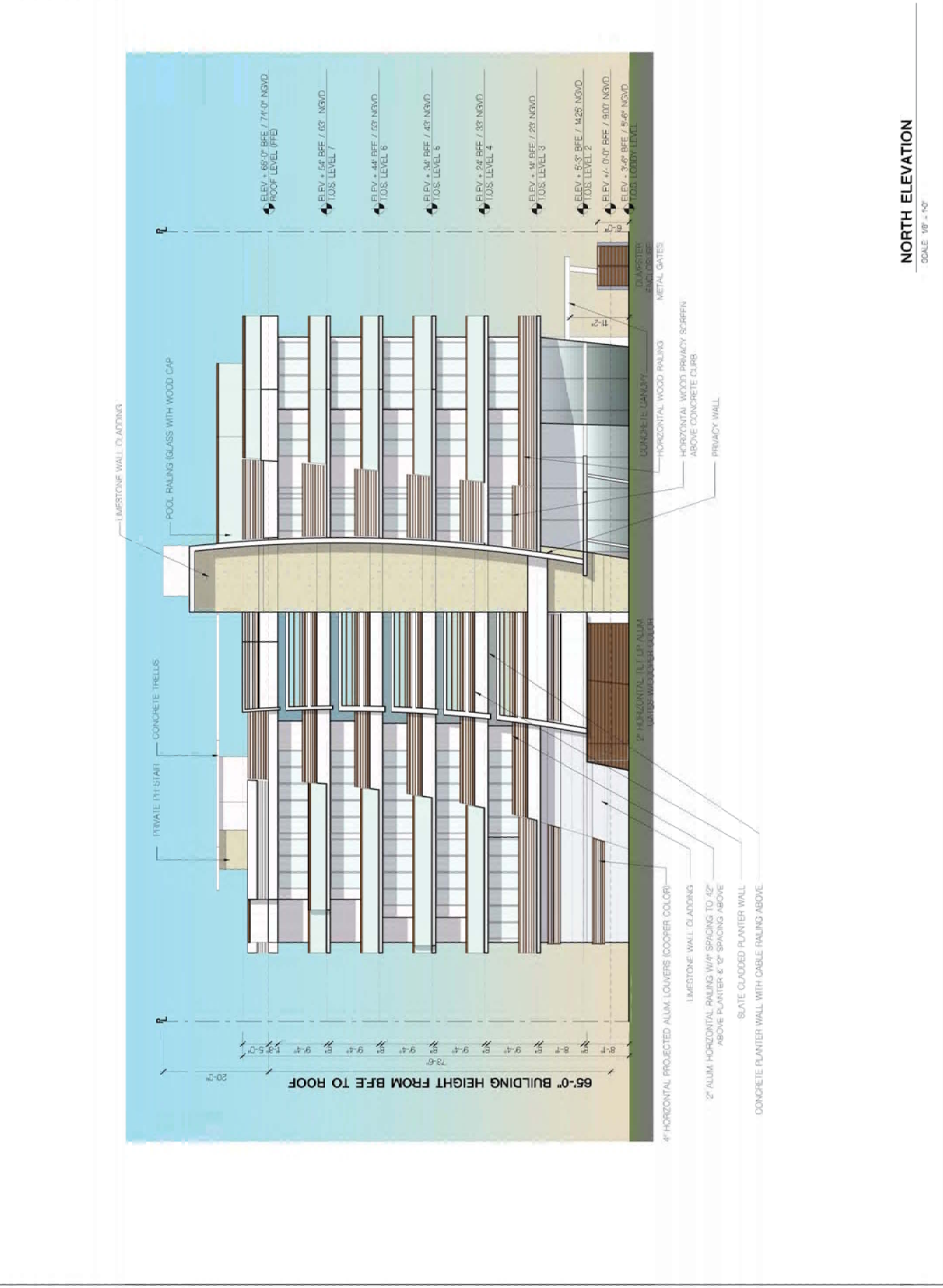
ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR ISLAND, FLORIDA 3354

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR ISLAND, FLORIDA 3354

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR ISLAND, FLORIDA 3354

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR ISLAND, FLORIDA 3354

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR ISLAND, FLORIDA 3354

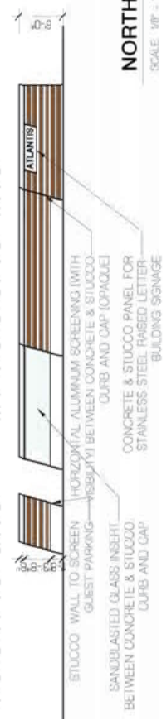


NORTH ELEVATION
SCALE: 1/8" = 1'-0"



39 SF TOTAL AREA/12 SF OPEN - 20% OPEN

309 SF TOTAL AREA/12 SF OPEN - 30% OPEN



NORTH ELEVATION WITH FENCE
SCALE: 1/8" = 1'-0"

FRANKEL SENAYOUNG
ARCHITECTS

10000 W. 11TH AVENUE
SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.FRANKELSENAYOUNG.COM

ATLANTIS 103, LLC
7457 NW 59TH STREET
MIAMI, FLORIDA 33166
TEL: 305.592.2525
TEL: 305.592.2525
TEL: 305.592.2525

GEONANTIC
DESIGN, INC.
10000 W. 11TH AVENUE
SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.GEONANTIC.COM

10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740 WEST BAY HARBOR DRIVE
WEST HARBOR ISLAND, FLORIDA 33514

ATLANTIS

NORTH ELEVATION WITH FENCE
SCALE: 1/8" = 1'-0"
DATE: 08/10/2017
DRAWN: [Name]

A-2.02A



WEST ELEVATION

SCALE: 1/8" = 1'-0"

A-2.03

WEST ELEVATION

NO.	REVISION	DATE	BY

ATLANTIS

10281 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

9740-90 WEST BAY HARBOR DRIVE

9740-90 WEST BAY HARBOR DRIVE



GEONANTIC DESIGN INC.

10000 N. W. 10TH AVE. SUITE 1000 MIAMI, FL 33150

TEL: 305.592.2525

FAX: 305.592.2525

WWW.GEONANTICDESIGN.COM

DEVELOPMENT, LLC

10000 N. W. 10TH AVE. SUITE 1000 MIAMI, FL 33150

TEL: 305.592.2525

FAX: 305.592.2525

WWW.GEONANTICDESIGN.COM

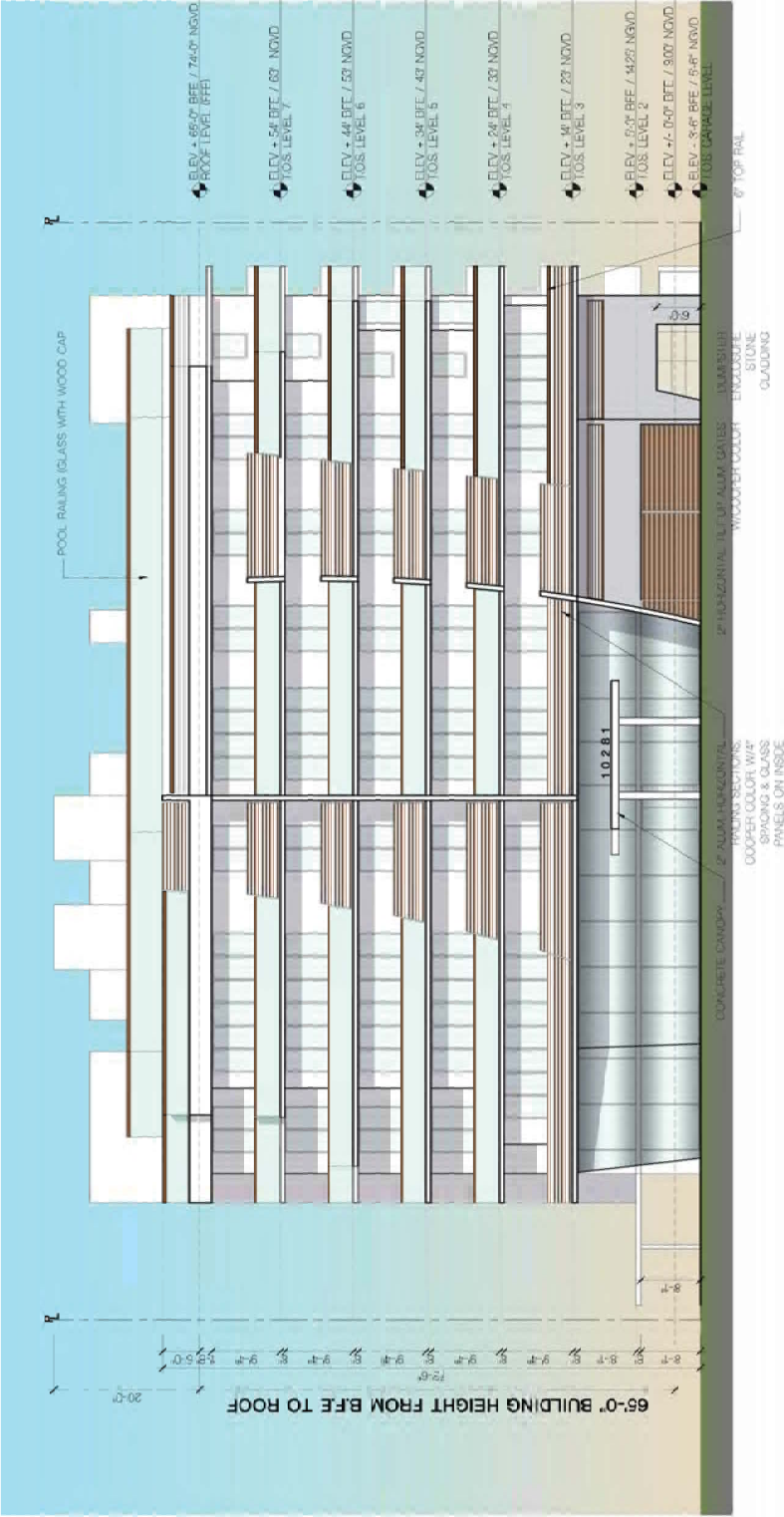
FRANKEL BENAYOUN ARCHITECTS

10000 N. W. 10TH AVE. SUITE 1000 MIAMI, FL 33150

TEL: 305.592.2525

FAX: 305.592.2525

WWW.FRANKELBENAYOUN.COM



WEST ELEVATION
SCALE: 1/8" = 1'-0"

A-2.03A

WEST ELEVATION

NO.	REVISION	DATE	BY

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
NEW HARBOR ISLANDS, FL 33064, USA



GEONANTIC DESIGN INC.
10000 N. W. 10TH AVE.
SUITE 1000
MIAMI, FL 33157
TEL: 305.592.2525
FAX: 305.592.2525
WWW.GEONANTICDESIGN.COM

WILLIAMS ENGINEERING INC.
10000 N. W. 10TH AVE.
SUITE 1000
MIAMI, FL 33157
TEL: 305.592.2525
FAX: 305.592.2525
WWW.WILLIAMS-ENGINEERING.COM

FRANKEL BENAYOUN ARCHITECTS P.C.
10000 N. W. 10TH AVE.
SUITE 1000
MIAMI, FL 33157
TEL: 305.592.2525
FAX: 305.592.2525
WWW.FRANKELBENAYOUN.COM

FRANKEL BENAYOUN
ARCHITECTS P.C.

11000 N. UNIVERSITY BLVD.
SUITE 100
DALLAS, TEXAS 75243
P. 214.760.1100
F. 214.760.1101
WWW.FRANKELBENAYOUN.COM

DEVELOPMENT, LLC
7657 NW 50TH STREET
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T. 305.592.2526
F. 305.592.2525
P. 305.592.2525

IRVING ENGINEERS
P.C.
11000 N. UNIVERSITY BLVD.
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DALLAS, TEXAS 75243
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WWW.IRIVINGENGINEERS.COM

GEONANTIC
DESIGN INC.
11000 N. UNIVERSITY BLVD.
SUITE 100
DALLAS, TEXAS 75243
P. 214.760.1100
F. 214.760.1101
WWW.GEONANTICDESIGN.COM

10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-20 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33424-1004

ATLANTIS

ATLANTIS

ATLANTIS

ATLANTIS

ATLANTIS

ATLANTIS

ATLANTIS

ATLANTIS



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

UNITS: FEET & INCHES

SOUTH ELEVATION

DATE: 01/14/2019 10:30AM

A-2.05

FRANKEL BENAYOUN
ARCHITECTS

FRANKEL BENAYOUN ARCHITECTS
117 AVENUE OF THE ARTS, SUITE 1000
NEW YORK, NY 10022
TEL: 212.691.1000
WWW.FBARCHITECTS.COM

DEVELOPMENT, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166
TEL: 305.592.2525
FAX: 305.592.2855
WWW.DPDEVELOPMENT.COM

ENGINEERING INC.
10000 W. BROADWAY
SUITE 1000
MIAMI, FLORIDA 33156
TEL: 305.592.2525
FAX: 305.592.2855
WWW.DPENGINEERING.COM

GEONANTIC
DESIGN INC.
10000 W. BROADWAY
SUITE 1000
MIAMI, FLORIDA 33156
TEL: 305.592.2525
FAX: 305.592.2855
WWW.GEONANTICDESIGN.COM

10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-20 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING

ATLANTIS

ATLANTIS

ATLANTIS

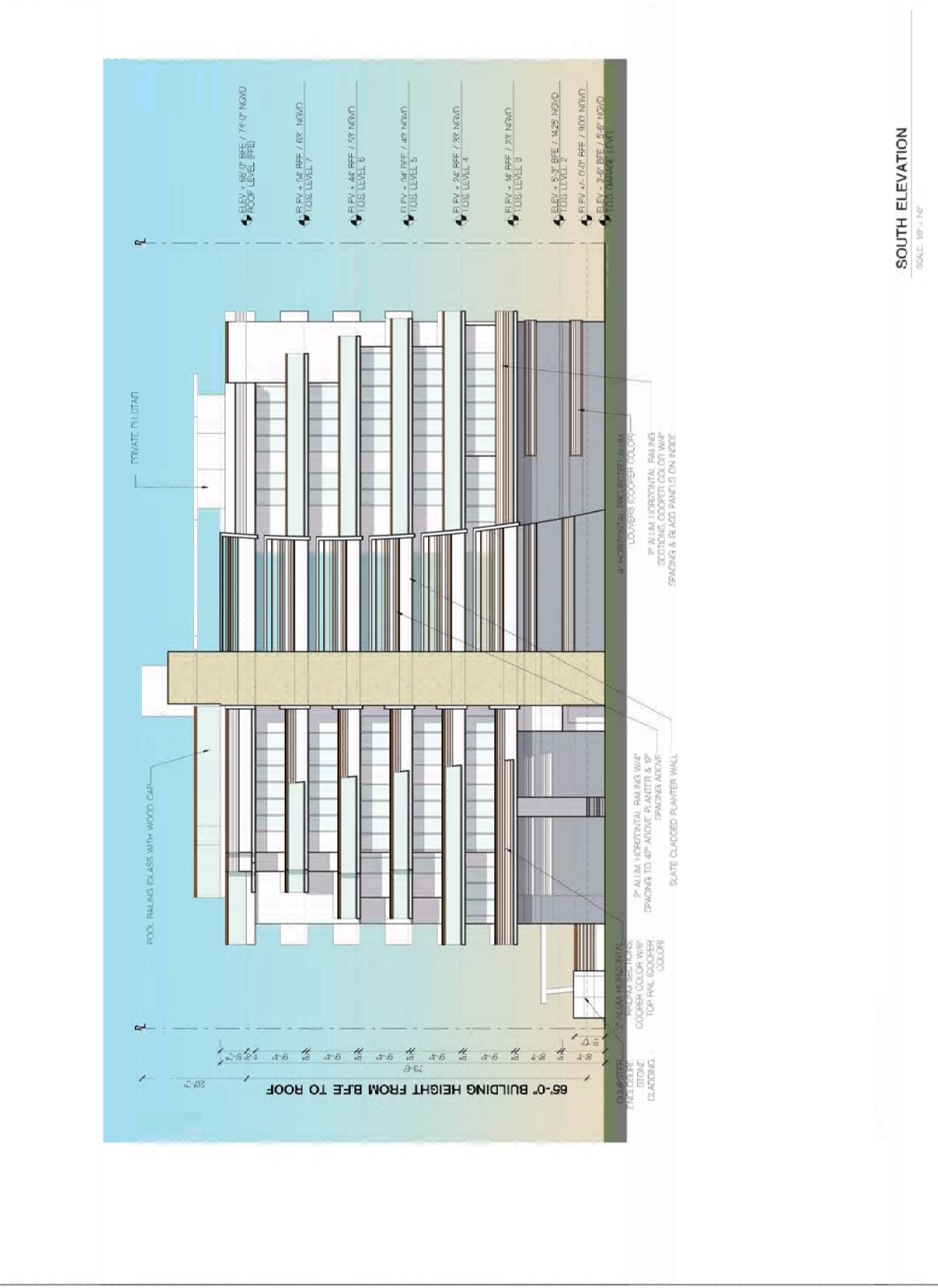
ATLANTIS

ATLANTIS

ATLANTIS

ATLANTIS

ATLANTIS



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

A-2.05A

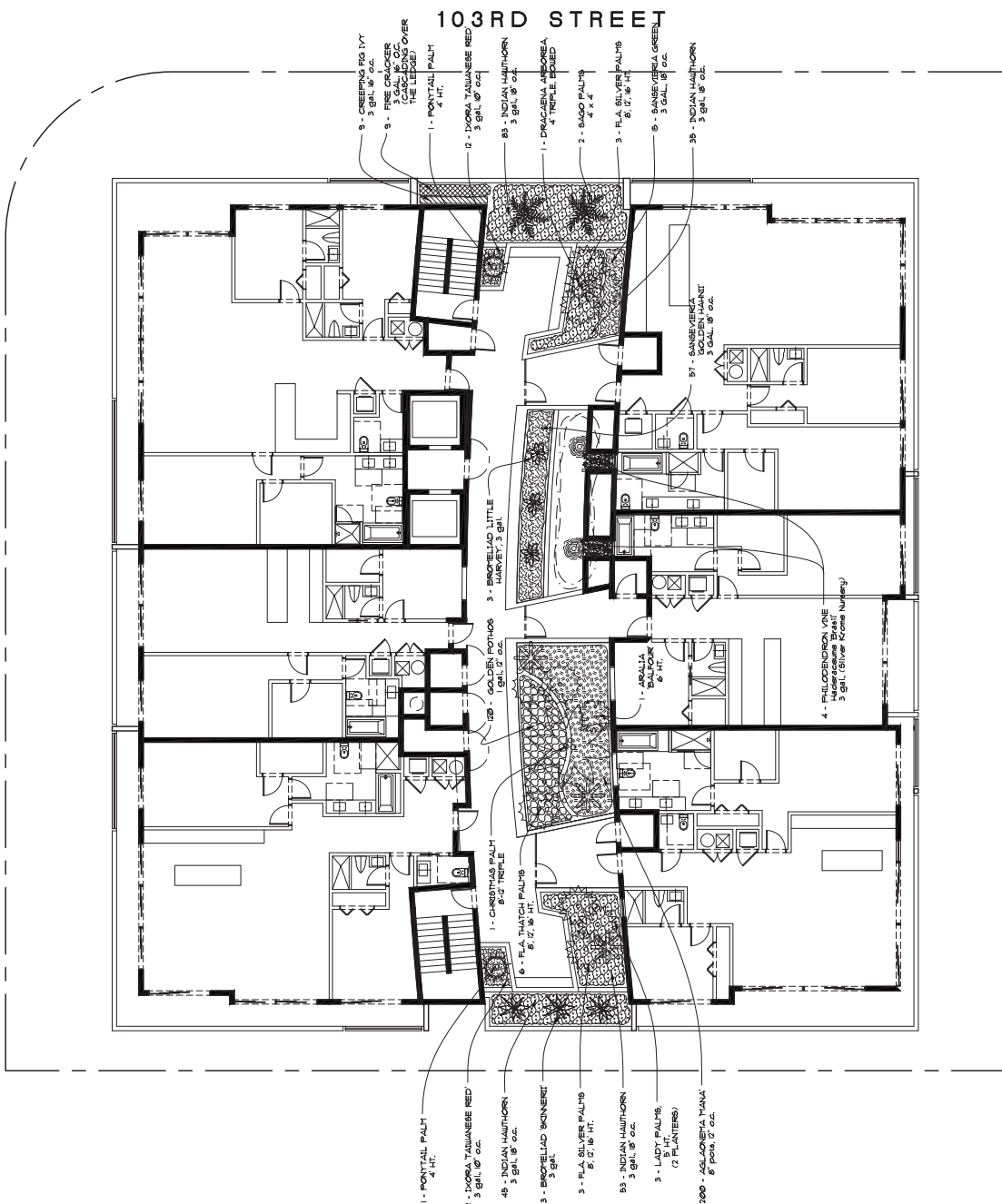
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PAVEMENT

DRC Submittal

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
8740-80 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33584



FRANKEL BENAYOUN
ARCHITECTS
PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

FRANKEL A. FRANKEL
LICENSE NO. AR0027143
FRANKEL BENAYOUN FISHERMAN,
LICENSE NO. AR0012723

11177 KANE CONCOURSE, SUITE 120
HARBOR HARBOR ISLANDS, FLORIDA 33154
(305) 486-8800
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
WBHD DEVELOPMENT, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166

T. 305.592.2526
F. 305.592.7887
C. 786.306.4353

HE **HOLLAND ENGINEERING INC.**
civil engineers
3905 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(904)367-0371 • (904)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.L.A.
600 E.W. 413TH ST. MARIETTA, GA 30067
PHONE: 404-435-5003 FAX: 770-488-4428



STRUCTURAL ENG.

MSF track:



SIGNATURE		DATE	
NO.	REVISION	DATE	BY

Level 4 Planting Plan

SCALE	DATE
1/8" = 1'-0"	JANUARY 12, 2017

L-3

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
8740-80 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33584

NEW CONDOMINIUM BUILDING
8740-80 WEST BAY HARBOR DRIVE
 BAY HARBOR ISLANDS, FLORIDA 33564

GAY HARBOR ISLANDS, FLORIDA 33154

WA 3954



**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
400 S.W. 51ST STREET MIAMI, FL. 33140
PHONE: 305 445-9800 FAX: 305 445-4268

STRUCTURAL DICE

1000

HL HOLLAND ENGINEERING INC.
civil engineers
3605 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

ONL ENG
HOLLAND ENGINEERING INC

WBHD DEVELOPMENT, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166

OWNER / DEVELOPER

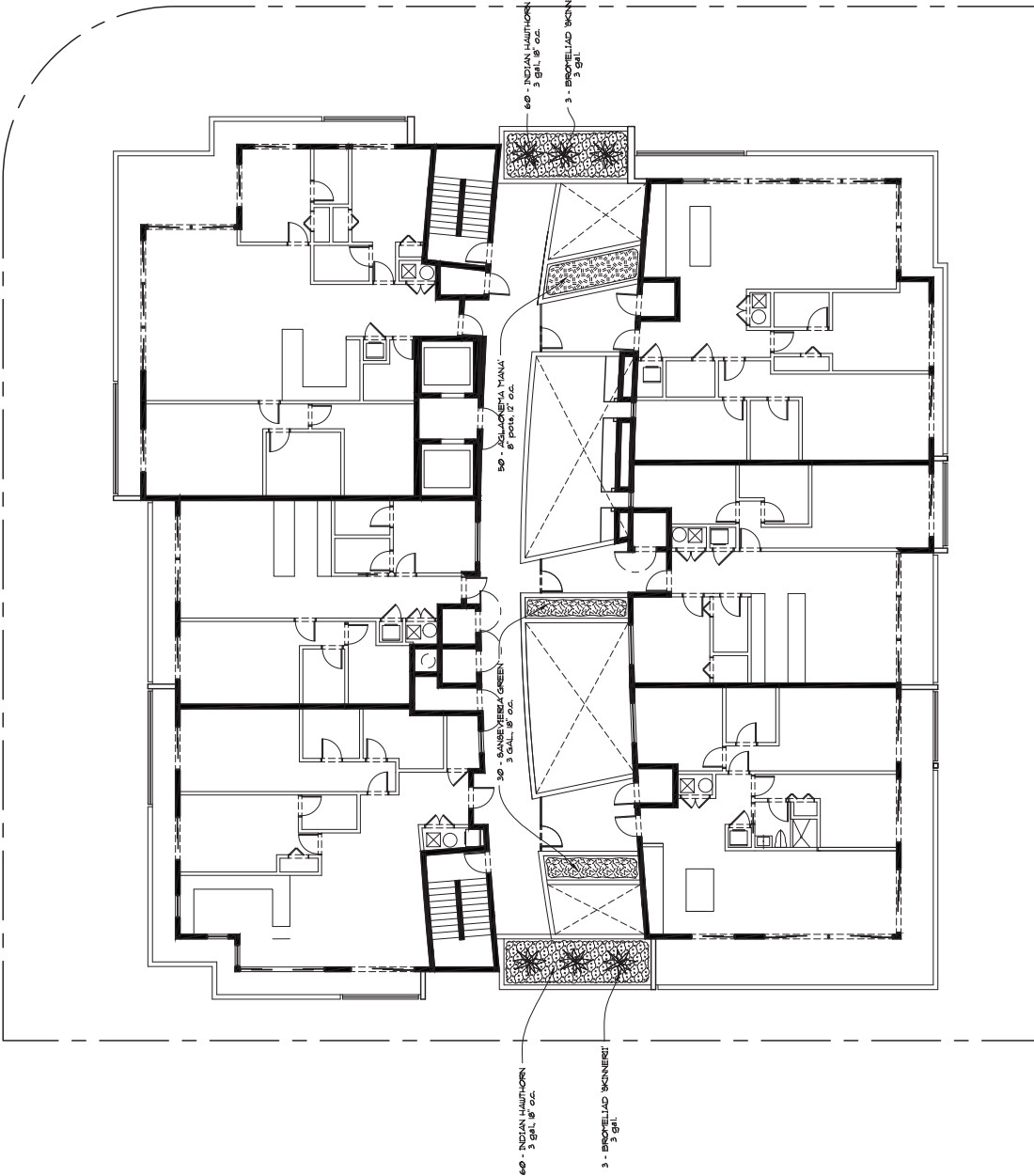
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PHI (305) 860.3665 FAX: (305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

FRANKEL BENAYOUN
ARCHITECTS
ARCHITECTS PLANNERS INTERIOR DESIGN

NO.	REVISION	DATE
		BY

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
3740-90 WEST BAY HARBOR DRIVE
BAY HARBOR ISLAND, FLORIDA 33594

103RD STREET



FRANKEL BENAYOUN
ARCHITECTS
PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

A. FRANKEL
LICENSE NO. AR00207143
OFFICE: FRANKEL BENAYOUN FISHERMAN,
LICENSURE NO. AR0012723

1177 KANE CONCOURSE, SUITE 120
SEABAY HARBOR ISLANDS, FLORIDA 33154
(305) 866-3665 FAX (305) 866-3660
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
WBHD DEVELOPMENT, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166

T. 305.592.2526
F. 305.592.7887
C. 786.306.4353

HE **HOLLAND ENGINEERING INC.**
civil engineers

3003 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax

SUSAN C. HOLLAND, PE
Reg. no. 41831

**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
606 E.W. 615 STREET MAHWAH, NJ 07080
PHONE: 201-440-9600 FAX: 201-666-0428

STRUCTURAL DICE

1992

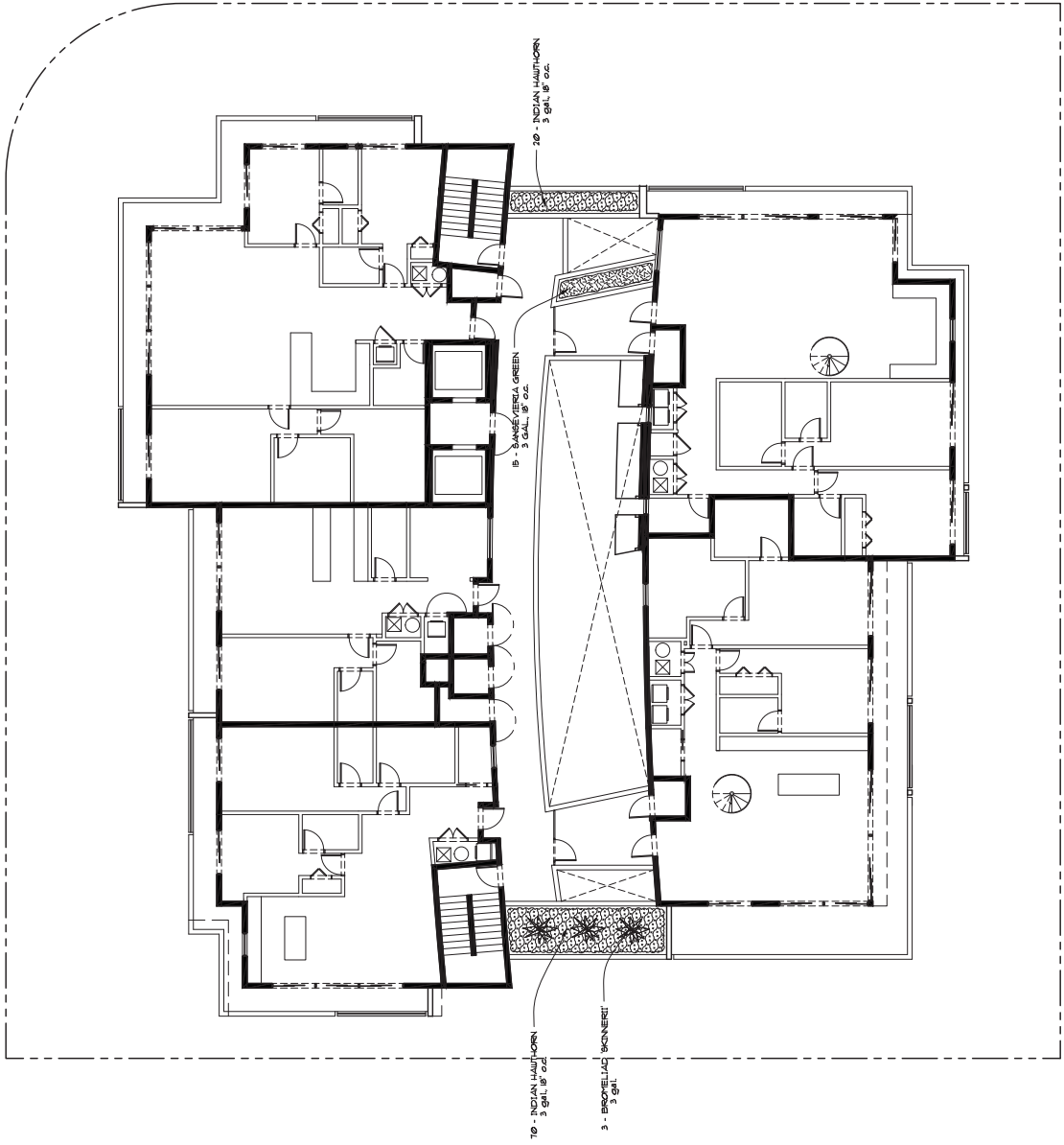
FLORIDA
WEST BAY HARBOUR
NEW CONDOMINIUM BUILDING
3740-80 WEST BAY HARBOUR DRIVE
BAY HARBOUR ISLANDS, FLORIDA 3354

Level 5 Planting Plan

LEVEL 7 PLANTING PLAN

SCALE: 1/8" = 1'-0"

103RD STREET



ATLANTIS
NEW CONDOMINIUM BUILDING
10281 WEST BAY HARBOR DRIVE
BAY HARBOR BLVD., FLORIDA 33134

NO.	REVISION	DATE	BY

Level 7 Planting Plan
DATE: JANUARY 12, 2017
SHEET NUMBER: L-6

FRANKEL BENAYOUN ARCHITECTS
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AR-0001484
1177 KANE CONCOURSE, SUITE 120
MIAMI, FLORIDA 33136
TEL: 305.592.2526
FAX: 305.592.2525
WWW.FRANKELBENAYOUN.COM

WBHD DEVELOPMENT, LLC
7857 NW 50TH STREET
MIAMI, FLORIDA 33166
TEL: 305.592.2526
FAX: 305.592.2525
WWW.WBHD.COM

IRBLLAND ENGINEERING INC.
civil engineers
1177 KANE CONCOURSE, SUITE 120
MIAMI, FLORIDA 33136
TEL: 305.592.2526
FAX: 305.592.2525
WWW.IRBLLAND.COM

GEOMANTIC
LANDSCAPE ARCHITECTS
10281 WEST BAY HARBOR DRIVE
BAY HARBOR BLVD., FLORIDA 33134
TEL: 305.592.2526
FAX: 305.592.2525
WWW.GEOMANTIC.COM

NO.	REVISION	DATE	BY

ROOF:
TOTAL DECK AREA = 6,185 SF
LANDSCAPE AREA REQUIRED = 928 SF [15% OF DECK AREA]
LANDSCAPE AREA PROVIDED = 1,277 SF [21%]

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
8740-80 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33594

STRUCTURAL ENG.



SAVE MORE

SUSAN C. HOLLAND, PE
Reg. no. 41831
(954) 367-0371 • (954) 367-0372 Fax
HOLLAND, PE - JUNE!

ONE ENG
HOLLAND ENGINEERING INC.

OWNER / DEVELOPER
WBHD DEVELOPMENT, LLC
7667 NW 60TH STREET

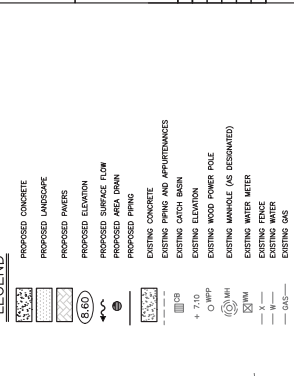
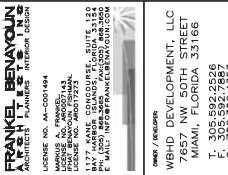
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33155
PH (305) 868.3665 FAX (305) 868.3665
E-MAIL INFO@FRANKELBENAYOUNG.COM

**FRANKEL BENAYOUN
ARCHITECTS** PLANNERS INTERIOR DESIGN

17-03



CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS CAN BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.



Architectural drawing showing a site plan for a building, including a large rectangular structure with a central courtyard and surrounding areas. The drawing includes dimensions, labels, and a scale of 1/8" = 1'-0".

Project Information:

- Project: Bay View 102
- Symbol: 40 LP
- Label: PATH LIGHT TWIN 20WVR16 FL
- 40 @ 3 FT AFG

Calculation Summary:

Label	Avg	Max	Min	Avg/Min	Max/Min
EAST PL	0.09	0.22	0.01	9.00	22.00
NORTH PL	0.31	0.50	0.03	10.33	16.67
SOUTH PL	0.01	0.03	0.00	N.A.	N.A.
WEST PL	0.08	0.21	0.01	8.00	21.00
SIDEWALK (EAST)	2.86	7.8	0.7	4.09	11.14
SIDEWALK (NORTH)	2.19	7.5	0.4	5.48	18.75
SIDEWALK (WEST)	5.71	19.6	1.7	3.36	11.53

Site Plan - Level 1 Photometrics

Scale: 1/8" = 1'-0"

Site Plan - Level 1 Photometrics

Scale: 1/8" = 1'-0"

Site Plan - Level 1 Photometrics

Scale: 1/8" = 1'-0"

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 20.

ITEM: Consideration and Approval of a private Transfer of Development Rights (TDR) transaction for five (5) dwelling units from Bay Harbor TH1, LLC (9870-9890 East Bay Harbor Drive) to Atlantis 103, LLC (10281 West Bay Harbor Drive). Enclosed please find a copy of the application, contract and supporting documents.

DESCRIPTION:

The Town Clerk's Office received a Transfer of Development Rights (TDR) application on May 19, 2017 for a private TDR Transaction of five (5) dwelling units. The receiving site / applicant (Atlantis 103, LLC) received site plan approval from the Planning & Zoning Board on March 21, 2017 to construct a twenty eight (28) multi-family residential development.

Donor site: 9870-9890 East Bay Harbor Drive (Bay Harbor TH1, LLC)

Receiving Site: 10281 West Bay Harbor Drive (Atlantis 103, LLC)

Number of units: 5

Price per unit: \$64,000

Enclosed find copies of the inspection reports submitted by the Building Department, Code Compliance and a staff report by Town Planner Michael Miller.

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

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	9870-90 EBHD to 10281 WBHD.pdf
2.	Town Planner Report	9870-9890EBHD- Atlantis - MM Report.pdf
3.	Bldg Staff report	9890 EBHD - Bldg.pdf

4.	Code Compliance report	9890- EBHD- Site Under Construction.pdf
5.	Site Plans	10281 WBHD 030117 ATLANTIS P-Z Submittal.pdf



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)	
DATE RECEIVED: <u>5/19/17</u>	TDR UNIT COST: \$ <u>64,000.⁰⁰</u>
TDR UNITS REQUESTED: <u>5</u>	PROJECT TOTAL UNITS: <u>28</u>
APPROVAL DATE: _____	APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name	Atlantis 103, LLC <i>C/O BRIAN M. ROKAW, ESQ. brokaw@bmrclawfirm.com</i>		
Phone	(305) 592-2526	e-mail	lseligman@rbainvestment.com
Fax	(305) 592-7887		
Address	7657 NW 50th Street		
City and State	Miami, Florida	Zip Code	33166
Relationship to Property:	Owner		

RECEIVER SITE INFORMATION

Owner's Name	Atlantis 103, LLC		
Phone	(305) 592-2526	e-mail	lseligman@rbainvestment.com
Fax	(305) 592-7887		
Address	7657 NW 50th Street		
City and State	Miami, Florida	Zip Code	33166
Property Address/Location	10281 West Bay Harbor Drive		
Legal Description:	LOT(S) 6-7 BLOCK 5		
Folio Number	13-2227-001-1160 & 13-2227-001-1160	Current Zoning	RM-2
Property size	22,500 Sq. Ft.	Purchase date	August 5, 2016
Existing use of the property	None <i>VACANT LOTS</i>		
Describe Existing Structure on Property	None		
Dwelling units to be received	5		
Total Dwelling units including TDR	28 Units		

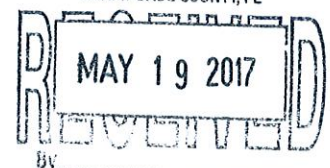
HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval March 21, 2017

If Not, then attach preliminary site plan.

TOWN OF BAY HARBOR ISLANDS
MIAMI-DADE COUNTY, FL



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

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name Bay Harbor TH1, LLC		
Phone (305) 447-7388	e-mail reinv24@gmail.com	Fax ()
Address 20900 NE 30th Ave. Suite 510		
City and State Aventura, FL		Zip Code 33180
Property Address/Location 9870 9890 East Bay Harbor Drive		
Legal Description: LOT(S) 1 & 2 BLOCK 9		
Folio Number 13-2227-001-1850 & 13-2227-001-1860	Current Zoning RM2	Year built
Property size 24,975 Sq Ft	Purchase date Lot 1 June 3, 2014 & Lot 2 Dec. 18, 2014	
Existing use of the property On Construction		
Describe Existing Structure on Property Partial Construction 14 Units		
Residential Building		
Dwelling units to be transferred to TDR Bank 5		
Units permitted 19		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide surveyor's for both receiver and donor sites)
 Survey must be current (no more than 6 months old)

Name of Surveyor	Blanco Surveyors Inc - Adis N. Nunez		
Address	555 North Shore Drive, Miami, FL 33141		
Phone (305) 865-1200	e-mail blancosurveyorsinc@yahoo.com	Fax (305) 865-7810	

(RECEIVER SITE: ATLANTIS 103, LLC)

Name of Surveyor	Jerald A. Mc Laughlin		
Address	1700 NW 64th Street Suite 400 Ft. Lauderdale, FL 33309		
Phone (954) 763-7611	e-mail info@meco400.com	Fax (954)-763-7615	

(DONOR SITE: BAY HARBOR TH, LLC)

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ Building must have obtained 40 or 50 Year Certification - If Applicable
- ☐ Outstanding Liens or Code Violations must be cured and/or paid - If Applicable

Other inspections to be performed may include, but are not limited to, the following items:

- | | | | |
|---|--|---|---------------------------------------|
| ☐ Exterior paint | ☐ Windows | ☐ Doors | ☐ Elevators |
| ☐ Steps | ☐ Railings | ☐ Landscaping | ☐ Parking area |
| ☐ Pool/Recreation facilities | ☐ Fences/Walls | ☐ Plumbing | |
| ☐ Electrical System | ☐ A/C equipment | ☐ Roof mounted equipment/screening | |
| ☐ Roofing | | | |

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE

[Signature]
Signature of Owner (Applicant)
LAUTARO SEUGMAN

Signature of Owner (Co-Applicant)

May 17, 2017
Date

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of May, 2017,
by Lauro Seugman on behalf of
Atlanta 103 LLC, a Florida (corporation) (partnership) (Other:
Georgia Limited Liability Company) He/She is personally known to me or has produced
Driver's License (type of identification produced) as identification and did take
an oath.

My Commission Expires:



Lelda G. Toro
Commission # GG102116
Expires: May 8, 2021
Bonded thru Aaron Notary

[Signature]
Notary Public, State of Florida

Print Name: LEIDA TORO

DONOR SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ on behalf of
_____, a Florida (corporation) (partnership) (Other:
_____) He/She is personally known to me or has produced

(type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

RECEIVER SITE ATLANTIS 103, LLC

X

Signature of Owner (Applicant)

L. SELIGMAN

X

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

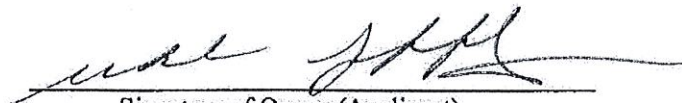
The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ on behalf of
_____, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

DONOR SITE


Signature of Owner (Applicant)
MICHAEL LEIBOVICH

5/16/17

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16 day of May, 2017,
by _____ on behalf of
Bay Harbor TH LLC, a Florida (corporation) (partnership) (Other:
Michael Leibovich.) He/She is personally known to me or has produced
Driver License (type of identification produced) as identification and did take
an oath.

My Commission Expires:

July 16, 18

Notary Public, State of Florida

Print Name: Sinai Lamus



SINAI LAMUS
COMMISSION # FF142549
EXPIRES: July 16, 2018
WWW.AARONNOTARY.COM

**AGREEMENT TO PURCHASE TRANSFER
OF DEVELOPMENT RIGHTS**

THIS AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS ("Agreement") is entered into on this 11 day of April, 2017, ("Effective Date") by and between Bay Harbor TH 1, LLC, a Florida limited liability company and/or its assigns ("Seller"), and ATLANTIS 103, LLC, a Florida limited liability company and/or its assigns ("Buyer").

WITNESSETH:

WHEREAS, Seller is the holder of five (5) transfer of development rights (the "Bay Harbor TH 1, LLC TDR Units") in the Town of Bay Harbor Islands (the "Town"), Miami-Dade County, Florida, currently belonging to the Seller for the properties more particularly described in Exhibit A attached hereto (the "Donor Parcel");

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

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

WHEREAS, Buyer intends to develop the Receiving Parcel as contemplated by the site plan approved by the Town on March 21, 2017 for improvements on the Receiving Parcel consisting of a multi-story residential building comprised of 28 residential units and ancillary parking and amenities (the "Approved Site Plan");

WHEREAS, Buyer desires to purchase all of the Bay Harbor TH 1, LLC TDR Units from Seller, and Seller desires to sell all of the Bay Harbor TH 1, LLC TDR Units to Buyer, on the terms and conditions hereinafter provided.

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

1. **Purchase of TDR Units.** Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Bay Harbor TH 1, LLC TDR Units upon the terms and conditions hereinafter set forth.

2. **Purchase Price and Deposit.**

(a) Within two (2) business days after the Effective Date (hereinafter defined), Buyer

shall deposit in escrow with the Snyder International Law Group, P.A., Attorney located 21500 Biscayne Boulevard, Suite 401, Aventura FL, 33180 ("Escrow Agent") the sum of Ten Thousand and 00/100 dollars (\$10,000) (the "Initial Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing (hereinafter defined). Within two (2) business days after a determination is made by the Town Manager, or designee, approving in writing the eligibility of transfer by Seller to Buyer of the Bay Harbor TH 1, LLC TDR Units from the Donor Parcel to the Receiving Parcel, Buyer shall deposit in escrow with the Escrow Agent the additional sum of Sixty-four thousand 00/100 dollars (\$64,000) (the "Additional Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price at Closing. The Additional Deposit shall be held together with, and on the same terms and conditions as, the Initial Deposit. Once the Additional Deposit is paid to Escrow Agent, the term "Deposit" shall mean the Initial Deposit, plus the Additional Deposit, prior to payment of the Additional Deposit, whenever used in this Agreement, the term "Deposit" shall mean only the Initial Deposit. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement.

(b) The purchase price of the Bay Harbor TH 1, LLC TDR Units is Three hundred and twenty thousand (\$320,000.00) (the "Purchase Price"). The entire Purchase Price, less the amount of the Deposit, subject to any adjustments as herein provided, shall be due and payable by cashier's check or in immediately available funds, by wire transfer, at Closing.

3. **Closing.** Subject to satisfaction of all conditions to Closing, the closing (the "Closing" or "Closing Date") of the purchase and sale of the Bay Harbor TH 1, LLC TDR Units under this Agreement shall take place on the date which is five (5) business days after the date that the Buyer obtains the final binding and non-appealable approval by the Town of the transfer of all of the Bay Harbor TH 1, LLC TDR Units to the Receiving Parcel, at the offices Snyder International Law Group, P.A., Attorney ("Escrow Agent") located 21500 Biscayne Boulevard, Suite 401, Aventura, FL 33180.

BUYER shall pay the cost of recording the instrument of transfer of the Bay Harbor TH 1, LLC TDR Units and documentary stamps assessed thereon, if any. Seller shall pay the cost of recording the Restrictive Covenant (hereinafter defined).

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

- (a) If the Town refuses or fails to schedule a hearing of the Town Council to occur on or before June 30, 2017 for the approval of the transfer of the Bay Harbor TH 1, LLC TDR Units from the Donor Parcel to the Receiving Parcel;
- (b) If the transfer of the Bay Harbor TH 1, LLC TDR Units from the Donor Parcel to the Receiving Parcel has not been approved by affirmative resolution of the Town Council, after expiration of all appeal periods, by the Town Council by the date which is one (1) year after the Effective Date herein; and

LS

- (c) If the Donor Parcel shall not be in compliance with current code requirements as determined by the Town under the TDR Ordinance, Seller shall have ninety (90) days from the date it is advised of the deficiencies in the Property to bring the Property to code and will use best efforts to obtain it.

Upon request, If the Town refuses or fails to approve all five (5) TDR Units from the Donor Parcel to the Receiving Parcel, Seller shall have the option to terminate this Agreement upon which the parties shall be released from all obligations and liabilities under this Agreement.

Buyer, at Buyer's sole option, may terminate this Agreement by written notice to Seller, upon the occurrence of Termination Event (a)-(c) above, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.

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

(a) Seller has not transferred, assigned, sold, conveyed, hypothecated, or otherwise alienated the Bay Harbor TH 1, LLC TDR Units.

(b) Seller has good, valid and marketable title to the Bay Harbor TH 1, LLC TDR Units, free and clear of any and all liens, encumbrances, charges and adverse claims of every nature.

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

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

(e) Within five (5) business days of the Effective Date, Seller shall request that a determination be made by the Town Manager as provided by the TDR Ordinance that the Bay Harbor TH 1, LLC TDR Units are legally available to be transferred from the Donor Parcel to the Receiving Parcel.

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

(a) Buyer has all requisite power and authority, and has taken all actions required by its organizational documents to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents

and instruments executed by Buyer pursuant hereto have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

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

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

(b) The final binding and non-appealable approval by the Town of the transfer of the Bay Harbor TH 1, LLC TDR Units to the Receiving Parcel shall have been obtained, including, without limitation; any required approval of Buyer's supplemental TDR application for the transfer of the Bay Harbor TH 1, LLC TDR Units to the Receiving Parcel;

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

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

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

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

(a) Execute and deliver the closing statement; and

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

(c) Any and all other documents as may be reasonably requested by Seller to be delivered by Purchaser pursuant to this Contract;

(d) A Closing Statement.

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

(a) The closing statement;

L.S.

(b) That certain Quitclaim Assignment of Transfer of Development Rights, the form of which is attached hereto and incorporated herein as Exhibit B (the "Assignment"), by Bay Harbor TH 1, LLC.

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

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

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

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

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

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

12. **Default by Buyer.** If the sale is not consummated due to any default by Buyer hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) have the right to terminate this Agreement and receive the Deposit from the Escrow Agent as liquidated damages and in full settlement of all claims. Buyer and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Deposit by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom.

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

14. **Broker.** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to a licensed real estate broker other than Sheldon Markus Realty Corporation ("Broker"). Markus Frankel, Broker, 1177 Kane Concourse, Suite 120, Bay Harbor Islands, Florida 33154, who is a transaction broker and who will be compensated by Seller. Seller shall pay to Broker a brokerage commission in the amount of \$16,000.00 to be paid from Seller's sales proceeds at Closing. In the event that the Closing does not occur for any reason whatsoever, Broker shall not be entitled to the payment of any brokerage commission in connection with the transaction contemplated by this Agreement. Buyer shall have no obligation to Broker with respect to the payment of any commission in connection with this transaction. The provisions of this Section shall survive Closing.

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

L.S.


16. **Miscellaneous.**

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

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

To Buyer: Atlantis 103, LLC
7657 NW 50th Street
Miami FL 33166
Attn: Lautaro Seligman

With a copy to: Markus Frankel/SMRC
1177 Kane Concourse Suite 120
Bay Harbor, FL 33154

To SELLER: Bay Harbor TH 1, LLC.
20900 NE 30th. Ave. Suite 510,
Aventura, FL 33180
Attn: Michael Leibovich, Partner

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery by a recognized courier, delivery service such as Federal Express, or postmarked by the U.S. Postal Service; provided, however, a copy of said notice shall also be transmitted via facsimile or email on the date of delivery to any of the above.

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

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

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

(f) Effective Date of this Agreement. The date when the last one of Seller or Buyer has signed and delivered this Agreement to the other party, or (ii) if changes in this Agreement have been made (after signature) and initialed by the parties, the date when the last one of Seller or Buyer has initialed those changes.

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

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

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

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

SELLER:

Bay Harbor TH 1, LLC., a Florida limited liability company

By: [Signature]
Michael Leibovich, Managing Member

Date: 5/11/2017

BUYER:

Atlantis 103, LLC., a Florida limited liability company

By: [Signature]
Name: Lautaro Seligman

Title: VP ATLANTIS

Date : May 12/2017

EXHIBIT A
Bay Harbor TH 1, LLC. Legal

Lot 1, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

A/K/A: Bay Harbor TH 1, LLC.. Folio number 13-2227-001-1850

L.S.
[Signature]

EXHIBIT B
Receiving Parcel Legal

Land Use Designation: MH-Medium-High Density Residential

FOLIO(S): 13-2227-001-1150 & 13-2227-001-1160

Zoning District: RM-2 Multiple Family District

General Location: 10281 West Bay Harbor Drive

Legal Description: Lots 6 and 7 of Block 5, "Bay Harbor Island" Subdivision according to the
plant thereof, as recorded in Plat Book 46, at page 5 of the Public Records of M-D County

L.S.


EXHIBIT C

[FORM OF QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS]

This instrument prepared by:

_____, Esq.

Property Tax Folios #: _____

------(Space above this line for recording data)-----

QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS

THIS QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS ("Assignment") is entered into this _____ day of _____, 2014, by Bay Harbor TH 1, LLC, a Florida not-for-profit corporation ("Seller"), in favor of _____ ("Buyer").

BACKGROUND

WHEREAS, Seller and Buyer entered into a Agreement to Purchase Transfer of Development Rights dated _____ (the "Purchase Agreement") whereby Seller has agreed to transfer its interest in certain development rights in the Town of Bay Harbor Islands, Miami-Dade County, Florida, as more particularly described and evidenced on Exhibit A attached hereto (the "Bay Harbor TH 1, LLC TDR Units").

WITNESSETH:

NOW THEREFORE, for and in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby assign, grant, bargain and convey unto Buyer, its successors and assigns, all of the Bay Harbor TH 1, LLC TDR Units so that the Bay Harbor TH 1, LLC TDR Units shall be allocated to the real property located in the Town of Bay Harbor Islands, Miami-Dade County, Florida as more particularly described in Exhibit "B" attached hereto.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

Seller hereby represents and warrants to Buyer that Seller has the full right and authority to execute and deliver this Assignment to Buyer and to assign, grant, bargain and convey the Bay Harbor TH 1, LLC TDR Units to Buyer.

L.S.


This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

Seller agrees to cooperate with Buyer and to execute such other documents, instruments, and writings as may be reasonably requested by Buyer or that are necessary or desirable to further document or effect the intent of this Assignment.

This Assignment may be executed in counterparts, including facsimile counterparts, each of which will be deemed to be an original and all of which are one and the same assignment, but all of which shall together constitute one and the same Instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission shall be effective delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, this Assignment is executed as of the date first above written.

Signed, Sealed and Delivered,
in the presence of:

SELLER:

Print Name: _____

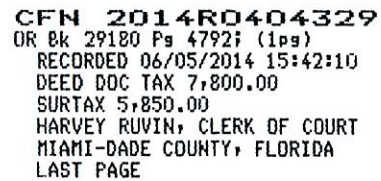
Bay Harbor TH I, LLC.,
a Florida nonprofit corporation

Print Name: _____

By: _____
Michael Leibovich, President

[ADD ACKNOWLEDMENT]

L.S.



CFN 2014R0877319
DR Bk 29440 Pgs 3591 - 3592 (2pgs)
RECORDED 12/23/2014 11:35:03
DEED DOC TAX 7,200.00
SURTAX 5,400.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Return to:
Fowler White Burnett P.A.
Espiritu Santo Plaza
1395 Brickell Avenue, 14th Floor
Miami, FL 33131

Instrument Prepared By:
CHRISTOPHER P. KELLEY, Esquire
11098 Biscayne Boulevard, Suite 205
Miami, Florida 33161

Folio No. 13-2227-001-1860

WARRANTY DEED

THIS INDENTURE, Made this 18th day of December, 2014, Between **LOBEROSE INC.,**
a **Florida Corporation**, whose post office address is: 1271 Kane Concourse, Bay Harbor Island, FL
33154, GRANTOR, and **BAY HARBOR TH 1 LLC, a Florida Limited Liability Company**, whose
post office address is: 1395 Brickell Avenue, 14th Floor, Miami, FL 33131, GRANTEES,

WITNESSETH, That said GRANTOR, for and in consideration of the sum of Ten and No/100
(\$10.00) Dollars, and other good and valuable considerations to said GRANTOR in hand paid by
said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to
the said GRANTEE, and GRANTEE's successors and assigns forever, the following described land,
situate, lying and being in **MIAMI-DADE** County, Florida to-wit:

Lot 2, Block 9, BAY HARBOR ISLAND, according to the plat thereof as recorded in
Plat Book 46, Page 5, Public Records of Miami-Dade County, Florida

SUBJECT TO: Applicable zoning and/or restrictions and prohibitions imposed by
governmental authority; Conditions, Restrictions limitations, reservations,
easements, and other matters appearing on records, if any; Utility easements of
record, taxes for the year 2015 and subsequent years.

Warranty Deed
Lobero Inc. s/t Bay Harbor TH 1 LLC
Page 2 of 2

and said GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

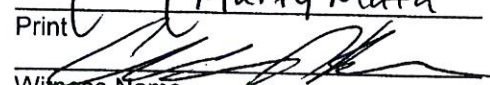
IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and its corporate seal to be affixed by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed, and delivered in our presence:

LOBEROSE INC.
a Florida Corporation



Witness Name
Marfy Mata

Print


Witness Name
CHRISTOPHER P. KELLEY

Print

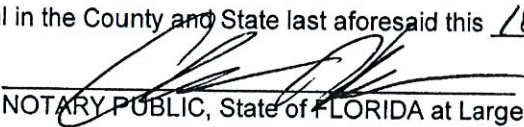
BY: 
HERIBERTO F. LOPEZ President

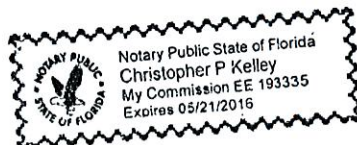
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **HERIBERTO F. LOPEZ**, as President of **LOBEROSE INC., a Florida Corporation**, who produced FDL as identification, and who acknowledged that he executed the foregoing instrument freely and voluntarily, under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of December, 2014.

My Commission Expires:


NOTARY PUBLIC, State of FLORIDA at Large



Prepared by and when recorded return to:

Daniel P. Faust, Esq.
Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, Florida 33131

Tax Folio Number(s): 13-2227-001-1150
13-2227-001-1160

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of August 5, 2016 by **SOROSH, LLC**, a Florida limited liability company ("Grantor"), whose mailing address is 7657 NW 50th Street, Miami, Florida 33166, in favor of **ATLANTIS 103, LLC**, a Florida limited liability company ("Grantee"), whose mailing address is 7657 NW 50th Street, Miami, Florida 33166.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and sell to Grantee, and Grantee's successors and assigns, forever, the following real property lying and being in the County of Miami-Dade, State of Florida (the "Property"):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Taxes for the year 2016 and thereafter, not yet due and payable;
2. Zoning and other regulatory laws and ordinances, prohibitions and other requirements imposed by governmental authority; and
3. Those certain restrictions, reservations, covenants, conditions, limitations and easements of record, without reimposition of the same to the extent any of the foregoing have been released, expired, or are in anyway or wise no longer legally enforceable.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described Property in fee simple forever.

AND Grantor hereby warrants the title to said Property and will defend the same against the lawful claims of any persons claiming by, through or under the said Grantor, but none others.

[Signature(s) on following page.]

{38286379;1}

Note to Examiner: The conveyance evidenced by this deed represents a transfer of unencumbered real property from a limited liability company to a limited liability company indirectly owned (in the same ownership percentage) by the same beneficial owner of the Grantor. No consideration has been given to Grantor in connection with this conveyance. Accordingly, this deed represents a mere change in the form of ownership, and only minimum Florida documentary stamp tax is due in connection with this deed. See Crescent Miami Center LLC v. Department of Revenue, 903 So.2d 913 (Fla. 2005).

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF THE PROPERTY

Lots 6 & 7, Block 5, 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.

MCLAUGHLIN ENGINEERING COMPANY (LB#285)
prepared by:
1700 N.W. 64th STREET, SUITE 400
FORT LAUDERDALE, FLORIDA 33309
PHONE: (954) 763-7611
FAX: (954) 763-7615

prepared by:

1700 N.W. 64th STREET, SUITE 400
FORT LAUDERDALE, FLORIDA 33309
PHONE: (954) 763-7611
FAX: (954) 763-7615



GRAPHIC SCALE



Location Sketch
Not To Scale

www.NECO400.com

NOTES:

- 1) The survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements nor reservations or rights-of-way abstracted for McLaughlin Engineering Company.
- 2) Underground improvements if any not located.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) Boundary survey information does not infer Title or Ownership.
- 5) All iron rods 5/8", unless otherwise noted.
- 6) Reference Bench Mark: Miami-Dade County Bench Mark #B-243. Elevation: 8.61 (NGVD29).
- 7) Elevation(s) refer to National Geodetic Vertical Datum (1929), and are indicated thus: $3.50' \pm$ Elev. = 4.00
- 8) This property lies in Flood Zone "A". Elev.=0.0 Foot Flood Insurance Rate Map No. 1200800104L, Dated: August 16, 2014. Community Panel No. 120037.
- 9) Bearings shown hereon refer to record plat (46/5) and assume the North line of Lot 2 North 87°21'10" East.

6) Reference Bench Mark: Miami-Dade County Bench Mark #R-243,
Elevation: 5.61 (NGVD29)

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: Δ^{∞} Elev. = 4.00

8) This property lies in Flood Zone "AE". Elev.=9.0 Per Flood Insurance Rate Map No. 12086C0144L, Dated: August 18, 2014.

9) Bearings shown hereon refer to record plat (45/5) and assume the North line of Lot 2 as North 87°21'10" East.

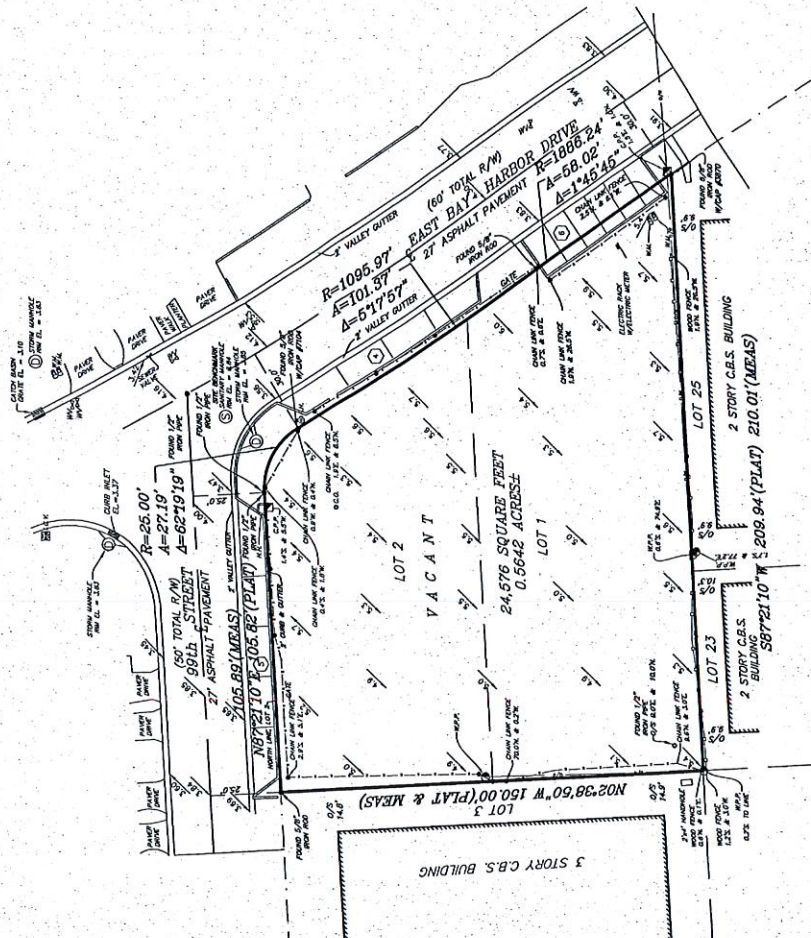
\\SERVER-PC\Users\Server\Dropbox (MECO)\MECO Team Folder\RAY\Ray2017\V2075\V2075.dwg, 2/1/2017 3:04:47 PM

DEFIN BOOK NO. FFR Print. LAM 357/39

JOB ORDER NO. V-2075

FILE NO.: 17-2-002

CHECKED BY: _____
DRAWN BY: _____ RT



LEGEND

- [illegible]

CERTIFICATION

We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 479.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 27th day of January, 2017:

McLAUGHN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

Legal Description

Said land situate, lying and being in the City of Bay Harbor Islands, Miami-Dade County, Florida and containing 24,578 square feet or 0.5642 acres, as recorded in Plat Book 46, page 3, of the public records of Miami-Dade County, Florida.

CERTIFIED TO:

Snyder International Law Group, P.A.
Bay Harbor TH 1, LLC, a Florida limited liability company
New Wave Loans Residential LLC, a Delaware limited liability company
First American Title Insurance Company
(NOT RECOVERED)

Revised to add certifications this 26th day of April, 2017. (NOT
RESERVED)

FILE NO: 17-2-002

TEST DAY RECOVERY

103rd STREET			
7	6	5	4
			5
8	9	10	11

TREE CHART

NO.	NAME	DIA/METER	SPRM	HIGHT
1	PAUETTO PALM	1"	10'	22'
2	GUARDIAJOLO TREE	1"	17'	28'
3	MANOE TREE	4"	45'	30'
4	PAUETTO PALM	1"	15'	30'
5	MANGO TREE	0.8"	7'	18'
6	PAUETTO PALM	1"	7'	15'
7	PAUETTO PALM	1"	7'	15'
8	UMBRELLA TREE	3"	30'	30'
9	FIGUA TREE	0.8"	7'	26'
10	PAUETTO PALM	1"	10'	25'
11	ROYAL PALM	2.5"	10'	55'
12	ROYAL PALM	2.5"	10'	50'
13	PINE TREE	2"	7'	55'

LOT AREA
22,366 sq. ft.
0.51 acres

ALTA SURVEY

Property Address: 1170 103rd St., Bay Harbor Islands, FL 33154.
10281 W Bay Harbor Dr., Bay Harbor Islands, FL 33154.

Classified To: Atlantic 103 | P: First American Title Insurance Company.

Produced according to First American Title Insurance Company File No.: 1062-3544022

- Schedule B-II title exception # 12 affects the property and is plotted hereon.
- All other Schedule B-II title exceptions are blanket in nature and not plottable.
- There are no encroachments on the property.

Legal Description: Lots 6 and 7, Block 5, of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

HEREBY CERTIFY That the survey represented hereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.

SINCE 1987

BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007059

55 NORTH SHORE DRIVE

MIAMI BEACH, FL 33141

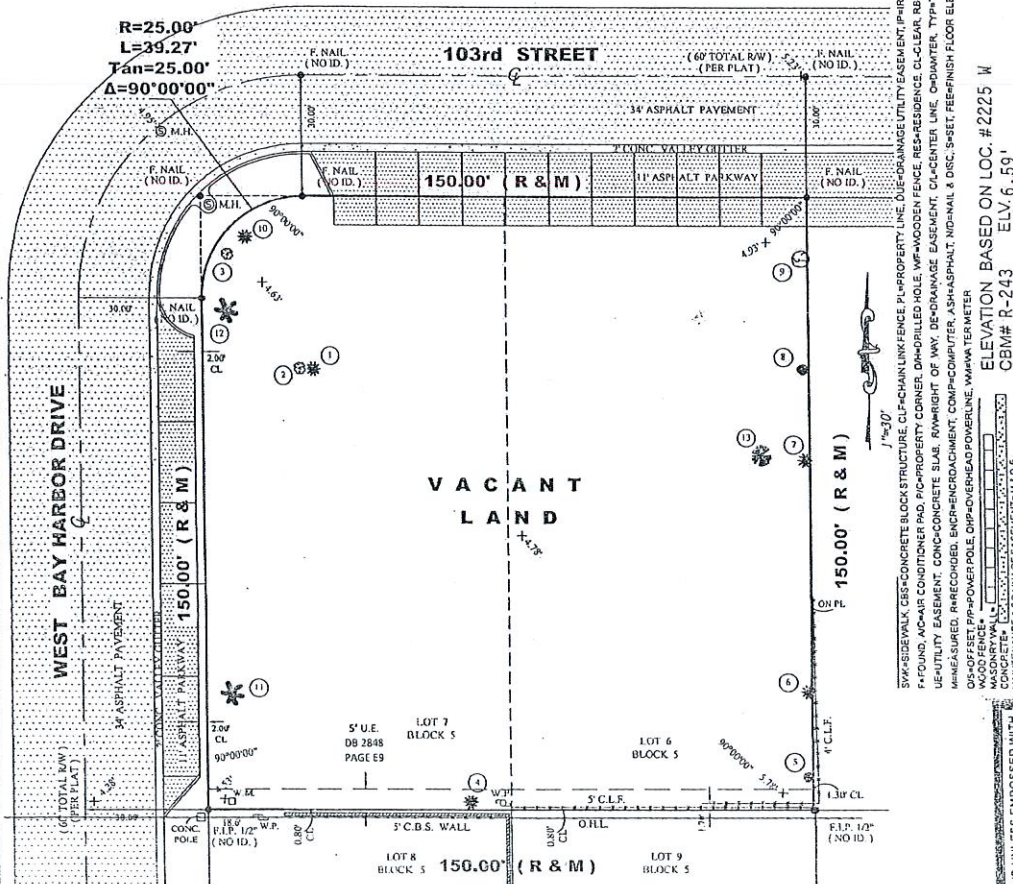
Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810
 (305) 865-1200

ISUFFIX: 1 DATE: 0/11/00 BASE: 01
LOC ZONE: 0

FOODZONE: AE
SECTION: L
120637

ANAL:	0144	COMMUNITY #	120037
DATE:	SCALF	DWN. BY:	JOB NO

4/27/16	1 st = 30'	F. Blanco	I
---------	-----------------------	-----------	---



4) NOT VALID WITHOUT THE SIGNATURE AND SURVEYOR'S NOTES. 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND SURVEYOR'S NOTES. 3) UNDERGROUND ENCROACHMENTS NOT LOCATED. 4) UNCAUSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 5) OWNERSHIP OF FENCES ARE UNKNOWN. 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 7) ANY DESIGN WORK FOR BUILDING OR REPAIRS MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 8) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING OR REPAIRS. 9) PROPERTY HAS DIRECT VEHICULAR ACCESS TO A PUBLICLY DEDICATED RIGHT-OF-WAY.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB 46 PAGE 5

NOT VALID UNLESS EMBOSSED WITH
SURVEYOR'S SEAL

〔

:035

4/31/17

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Siegel, Town Clerk

Town of Bay Harbor Islands

From: Michael J. Miller, AICP *MM*

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 5/30/2017

Re: Transfer of Development Rights (TDR) **CC:**

Atlantis 103, LLC (28 Total DU)

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request – 5 Private DU

Donor Site: 9870 - 9890 E. Bay Harbor Dr. / Lots 1 & 2 of Block 9 (Bay Harbor TH1, LLC)

Receiving Site: 10281 W. Bay Harbor Drive / Lots 6 & 7 of Block 5 (Future Atlantis)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Atlantis) was granted a Site Development Plan approval by the Town's PZ Board on March 21st, 2017 for a total of 28 DU. The Atlantis survey submitted shows that neither lot conveyed the 11-foot right-of-way to the Town for parking. **MMPA notes the Town's application form lists the Atlantis parcel size as 22,500 sq. ft.; however, this is incorrect, as Lot 7 is a corner lot with less square footage.** The actual combined parcel size is 22,366 sq. ft. Therefore, the allowable base zoning density of 34 DUA would allow for 17 DU on the receiving site (.513 acres X 34 DUA = 17.46 or 17 DU). Since the proposed project includes 28 total dwelling units this requires the acquisition of 11 TDR units. The receiving site has also submitted a concurrent application to contract with the Southern Star Condominium at 9260-9280 Bay Harbor Terrace for one (1) private TDR unit. If both private TDR applications are approved an additional five (5) TDR will be needed to construct the 28 DU complex.

The donor site is currently being developed as a two-lot / 14 DU Townhouse complex. **MMPA notes there is some confusion as the actual size of this donor parcel which should be resolved.** The approved Site Development Plan noted the site was 24,799 sq. ft. / .569 acres. The TDR application form notes the site is 24,975 sq. ft. / .573 acres. The survey submitted with the TDR application notes the site is 24,576 sq. ft. / .564 acres. Town records reveal the donor site never conveyed the 11-foot right-of-way to the Town for parking. However, in all cases the site is entitled to 19 DU (.564 / .569 / .573 acres at 34 DUA = 19.18 / 19.35 / 19.49 or 19 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down).

As there will be 14 DU existing on the site when developed and 19 DU allowed by right, the **donor** site has the ability to convey the five (5) TDR units requested. If the 5 TDR units requested are approved, the **donor** site will have 0 TDR units available.

Additionally, if the 5 TDR units request are approved for the **receiving** site, as well as the 1 TDR unit in the concurrent application (Southern Star), the **receiving** site will still need to acquire an additional 5 TDR units.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.

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

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name Bay Harbor TH1, LLC		
Phone (305) 447-7388	e-mail reinv24@gmail.com	Fax ()
Address 20900 NE 30th Ave. Suite 510		
City and State Aventura, FL		Zip Code 33180
Property Address/Location 9870 9890 East Bay Harbor Drive		
Legal Description: LOT(S) 1 & 2 BLOCK 9		
Folio Number 13-2227-001-1850 & 13-2227-001-1860		
Property size 24,975 Sq Ft	Current Zoning RM2	Year built
Purchase date Lot 1 June 3, 2014 & Lot 2 Dec. 18, 2014		
Existing use of the property On Construction		
Describe Existing Structure on Property Partial Construction 14 Units		
Residential Building		
Dwelling units to be transferred to TDR Bank 5		
Units permitted 19		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

9870-90 EBAD



Application Fee: \$1,000 Private Transportation: \$500 Town Clerk's Office

(For official use only)	
DATE RECEIVED: <u>5/19/17</u>	TDR UNIT COST: <u>64,000.⁰⁰</u>
TDR UNITS REQUESTED: <u>5</u>	PROJECT TOTAL UNITS: <u>28</u>
APPROVAL DATE: _____	APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name	Atlantis 103, LLC <i>c/o BRIAN M. ROKAN, ESQ., brokaw@bmrclawfirm.com</i>		
Phone	(305) 592-2528	e-mail	lseligman@rbsinvestment.com
Fax	(305) 592-7887		
Address	7657 NW 50th Street		
City and State	Miami, Florida	Zip Code	33168
Relationship to Property:	Owner		

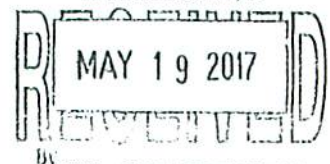
RECEIVER SITE INFORMATION

Owner's Name	Atlantis 103, LLC		
Phone	(305) 592-2528	e-mail	lseligman@rbsinvestment.com
Fax	(305) 592-7887		
Address	7657 NW 50th Street		
City and State	Miami, Florida	Zip Code	33168
Property Address/Location	10281 West Bay Harbor Drive		
Legal Description:	LOT(S) 6-7 BLOCK 5		
Folio Number	13-2227-001-1150 & 13-2227-001-1160	Current Zoning	RM-2
Property size	22,800 Sq. Ft.	Purchase date	August 5, 2016
Existing use of the property	None / VACANT LOTS		
Describe Existing Structure on Property	None		
Dwelling units to be received	5		
Total Dwelling units including TDR	28 Units		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No
If Yes, then provide date of approval March 21, 2017

If No, then attach preliminary site plan.

TOWN OF BAY HARBOR ISLANDS
MIAMI-DADE COUNTY, FL

22,366

THIS
SURVEY



- [illegible]

- 1) The survey reflects all easements and right-of-way as shown on above referenced record plat(s). If the property is not abstracted for other purposes or reservations or right-of-way of record by Hutchinson Engineering Company.
- 2) Underground improvements if any not located.
- 3) The acreage is not sold unless stated with an assessed acreage and.
- 4) Boundary survey information does not infer Title or Ownership.
- 5) All iron rods 3/8" unless otherwise noted.
- 6) Reference Bench Mark: Miami-Dade County Bench Mark #B-243 Elevation 6.61 (NGVD29).
- 7) Dimensions shown refer to National Geodetic Vertical Datum (1929), and are indicated N/S, E/W = 4.00
- 8) The property lies in Flood Zone "A1". On a 0.0 Per Flood Insurance Rate Map. (FIRM NO. 0603444C) Dated August 18, 2014.
- 9) Community Flood Map: 1706237.
- 10) Bearings shown herein refer to magnetic (M/D) and assume the magnetic declination is 7.50° East.

We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mapmakers in Chapter 34-17.03 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

 **GERALD A. McLAUGHLIN**
Registered Land Surveyor No. 5269
State of Florida

Snyder International Law Group, P.A.
Bay Harbor Title I, LLC, a Florida limited liability company
New Wave Loans Residential LLC, a Delaware limited liability company
First American Title Insurance Company
(NOT RESERVEED)

Revised to add certifications this 26th day of April, 2017. (NOT RE-SURVEYED)

Parcel	Legal Description
1.	Block 2, BAY HARBOR ISLAND, according to the plat thereof, as recorded at Plat Book 46, Page 5, of the public records of Miami-Dade County, Florida.
2.	Sold land situated, lying and being in the City of Bay Harbor Islands, Miami-Dade County, Florida and containing 24,576 square feet or 0.5582 acres, more or less.

Location Sketch
Not To Scale

_____ 87
_____ 87

17-2-002

----- MSECOT-MECO Team Feder-VAN 5 Jay 2017V2375V2075.dwg 2/1/2017 3:56:47 PM

FIELD BOOK NO. 070 A-41, LB 357/39
DATE COLLECTED 10-20-75



June 5, 2017

Marlene M. Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW PROJECT ~ ATLANTIS ~ 10281 W. BAY HARBOR DRIVE
Transfer of Development Rights
9890-9890 E. Bay Harbor Drive (1000 99 Street)

Dear Mrs. Siegel:

This property is under construction. Master Permit #BP2017-41 was issued on 2/14/2017 for the construction of a new 14 Unit Townhouse.

The new address for this property will be 1000 99 Street.

Please see attached copy of the permit for your records.

Let me know if I need to provide any further information.

Thank you,

Sincerely,

Dale E. Lee, CBO
Chief Building Official
DEL/am



Building Permit

Permit Number: **BP2017-41** Master Permit #: BP2017-41

Date Issued: 2/14/2017

Expiration Date: 11/4/2017

Applicant

Name: Rao Construction

Phone: 727 255-9558

Address: 8540 Prestwick Place

New Port Richey, FL 34655

Project Description:

New Construction of 14 Unit Townhouse Development

Parcel

Parcel Number: 13-2227-001-1860

Address: 9890 EAST BAY HARBOR DRIVE

Lot(s): **2**

Block: **9**

Unit #:

Zoning:

Bay Harbor Islands, FL 33154

Owners

Name: Bay Harbor Th, LLC

Address: 1395 Brickell Avenue, 14th Floor

Miami, FL 33131

Contractor

Contractor Type: Certified Building Contractor

Name: Rao Construction

Phone: 727 255-9558

Address: 8540 Prestwick Place

New Port Richey, FL 34655

Inspection Checklist:

Reqd?	Inspection Type	Date	Signature
☒	Piling		
☒	Grade Beams/Spot Survey		
☒	Columns		
☒	Tie Beams		
☒	Slab / Steel		
☒	Framing/Fire-Stopping		
☒	Truss/Sheathing		
☒	Insulation		

Reqd?	Inspection Type	Date	Signature
☒	Drywall Screw		
☐	Windows/Doors/Shutters		
☐	Sub-Contractor Finals		
☒	Planning & Zoning		
☐	TCO		
☒	Final Documentation		
☒	Final CO// CC		
☒	Final CO// CC		

Fees and Receipts:

Number	Description	Amount
FEE2017-427	REACTIVATE / CHANGE OF CO (Auto)	\$4,980.00
Total Fees:		<u>\$4,980.00</u>
RCPT2017-140	2/14/2017 Two Checks - #61070 & #1016	\$4,980.00
Total Receipts:		<u>\$4,980.00</u>

Permit Information:**Construction Value:****Total Area:****Construction Type:****New Sq Ft:****Purpose:**

Comments:

1000 99 STREET - CHANGE OF CONTRACTOR BP2015-421

FAILURE TO COMPLY WITH MECHANICS LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR BUILDING IMPROVEMENTS

THIS PERMIT BECOMES NULL AND VOID UNLESS THE WORK AUTHORIZED IS COMMENCED WITHIN ONE HUNDRED AND EIGHTY (180) DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED IS NOT INSPECTED FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS. THE FLORIDA ENERGY CODE SUBMITTED BECOMES AN INTEGRAL PART OF

Any changes in building plans or specifications must be recorded with this office. Any work not cover above, must have a valid permit prior to starting. In consideration of the granting of this permit, the owner and builder agree to erect this structure in full compliance with the Building and Zoning Codes of the Town of Bay Harbor, Florida. This permit fee is not refundable.

This Permit is granted upon the express condition that all facts stated in the application are true and that the work complies strictly with the plans and specifications submitted, and in accordance and compliance with the Building Laws of the State of Florida and with all Ordinances of the Town of Bay Harbor Islands. This permit may be revoked at any time upon the violation of any provisions of said laws, ordinances or rules and regulations, or upon any change in plans and specifications unauthorized by the Town of Bay Harbor Islands. All sidewalks, gutters, drains, fire hydrants, roadways and private driveways within the block in which the work is being done are to be kept open by the Contractor for their intended uses.

Chief Building Official

In consideration of the issuance to me of the foregoing Permit, I hereby agree to do the proposed work or construction in strict conformity with the application and the plans and specifications thereof heretofore by me submitted, and in compliance with all provisions of all Building Laws of State of Florida and Miami-Dade County, and all Ordinances of the Town of Bay Harbor Islands and all of the rules and regulations of the Town Council of the Town of Bay Harbor Islands.

Contractor or Builder

Hours of Construction (Town Code Section 12-26)

The performance of activity within the town should be allowed only from 9:00 a.m. until 6:00 p.m., Monday to Friday. The performance of construction activity within the town will not be allowed on Saturdays, Sundays and legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays", is defined as any day legally observed as a holiday by the town.

NOTICE TO OWNER:

IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENT ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES, OR FEDERAL AGENCIES.

**INSPECTIONS ARE TO BE CALLED IN 24 HRS IN ADVANCE BY THE CONTRACTOR AT (305) 993-1786.
ALL INSPECTIONS ARE SCHEDULED ON MONDAY, WEDNESDAY AND FRIDAYS.**



06.02.2017 12:03

ATLANTIS

NEW CONDOMINIUM BUILDING

10281 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

INDEX OF DRAWINGS

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A-004	AERIAL VIEW
A-005	RENDERING [103RD STREET VIEW]
A-006	RENDERING [CORNER VIEW]
A-007	RENDERING [WBHD STREET VIEW]
A-008	RENDERING [INT. ATRIUM LOOKING NORTH]
A-009	RENDERING [INT. ATRIUM LOOKING NORTH]
A-010	RENDERING [INT. ATRIUM LOOKING NORTH]
A-101	SITE PLAN / LEVEL 1 FLOOR PLAN
A-102	LEVEL 2 FLOOR PLAN
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A-104	LEVEL 4 FLOOR PLAN
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A-106	LEVEL 6 FLOOR PLAN
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A-109	HIGH ROOF PLAN
A-201	NORTH ELEVATION WITH TREES
A-201A	NORTH ELEVATION
A-202	NORTH ELEVATION WITH FENCE & WITH TREES
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A-203	WEST ELEVATION WITH TREES
A-203A	WEST ELEVATION
A-204	WEST ELEVATION WITH FENCE & TREES
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A-301	BUILDING SECTION
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L-2	LEVEL 3 PLANTING PLAN
L-3	LEVEL 4 PLANTING PLAN
L-4	LEVEL 5 PLANTING PLAN
L-5	LEVEL 6 PLANTING PLAN
L-6	LEVEL 7 PLANTING PLAN
L-7	ROOF LEVEL PLANTING PLAN
L-8	PLANTING DETAILS
L-9	TABULAR SHEETS
C-1	PAVING, GRADING & DRAINAGE PLAN
C-2	WATER & SEWER PLAN
C-3	PAVEMENT MARKING & SIGNAGE PLAN
C-4	DETAILS & SECTIONS
E-101	SITE / LEVEL 1 PHOTOMETRIC PLAN



INTERIOR ATRIUM LOOKING



STREET PERSPECTIVE

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.

6800 S.W. 81st STREET
MIAMI, FLORIDA 33143
P H : (3 0 5) 6 6 5 . 9 6 8 8
F A X : (3 0 5) 6 6 8 . 8 4 2 6

OWNER / DEVELOPER:

ATLANTIS 103, LLC

7 6 5 7 N W 5 0 T H S T R E E T
M I A M I , F L O R I D A 3 3 1 6 6
P H : (3 0 5) 5 9 2 . 2 5 2 6

CIVIL ENGINEER:
HOLLAND ENGINEERING

111 South 21 Avenue
Hollywood, Florida 33020
P H : (9 5 4) 3 6 7 . 0 3 7 1
F A X : (3 0 5) 3 6 7 . 0 3 7 2

ARCHITECT:

FRANKEL BENAYOUN
ARCHITECTS, INC.

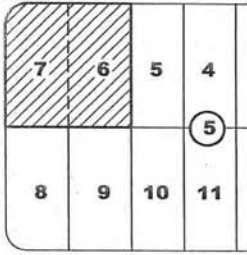
FRANKEL BENAYOUN
ARCHITECTS, INC.
1177 KANE CONCOURSE, STE. 100, BAY HARBOR ISLANDS, FL 33154
P H : (3 0 5) 8 6 8 . 3 6 6 5
F A X : (3 0 5) 8 6 8 . 3 6 6 5
INFO@FRANKELBENAYOUN.COM

P&Z SUBMITTAL - FEBRUARY 13, 2017

LOCATION SKETCH SCALE: NTS

WEST BAY HARBOR DRIVE

103rd STREET



TREE CHART

NO.	NAME	DIAMETER	SPAN	HEIGHT
1	PALMETTO PALM	1"	10'	12'
2	GUARDALINDO TREE	1"	17'	28'
3	JACQUE TREE	4"	40'	30'
4	PALMETTO PALM	1"	10'	30'
5	MANGO TREE	0.8"	7'	15'
6	PALMETTO PALM	1"	7'	15'
7	PALMETTO PALM	1"	7'	15'
8	UMBRELLA TREE	3"	20'	30'
9	FIGUS TREE	0.8"	7'	20'
10	PALMETTO PALM	1"	10'	30'
11	ROYAL PALM	2.5"	10'	50'
12	ROYAL PALM	2.5"	10'	50'
13	PINE TREE	2"	7'	30'

LDT AREA
22,366 sq. ft.
0.51 acres

ALTA SURVEY

Property Address: 1170 103rd St., Bay Harbor Islands, FL 33154.
10281 W. Bay Harbor Dr., Bay Harbor Islands, FL 33154.

Certified To: Atlantis 103, LLC; Akerman LLP; First American Title Insurance Company.

Survey done according to First American Title Insurance Company File No.: 1062-3544022

- Schedule B-II title exception # 12 affects the property and is plotted hereon.
- All other Schedule B-II title exceptions are blanket in nature and not plottable.
- There are no encroachments on the property.

Legal Description: Lots 6 and 7, Block 5, of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

I HEREBY CERTIFY That the survey represented hereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.
There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

SINCE 1987

BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007059

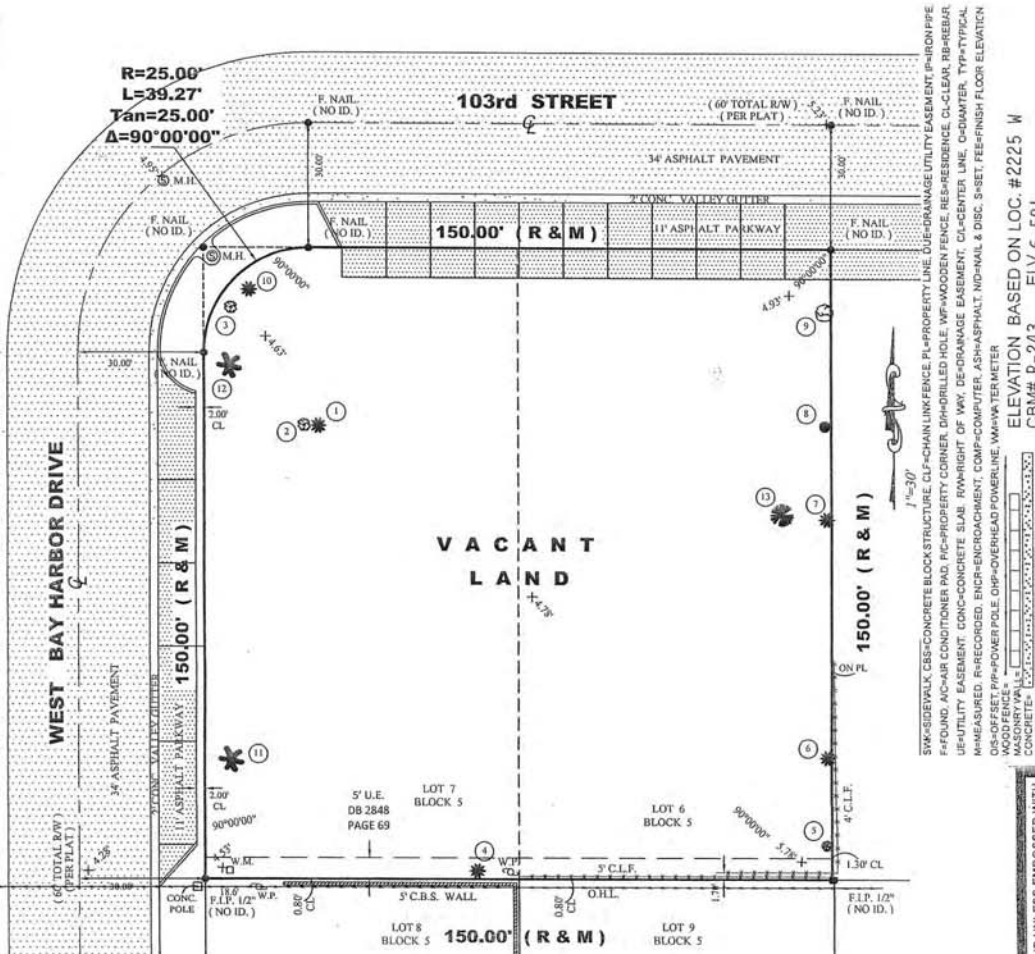
555 NORTH SHORE DRIVE

MIAMI BEACH, FL 33141

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

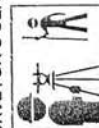
FLOOD ZONE AE	SUFFIX: L	DATE: 9/11/09	BASE: 9'
PANEL: 0144	COMMUNITY #	120637	
DATE: 4/27/16	SCALE: 1"= 30'	DRAWN BY: F. Blanco	JOB NO: 16-394

ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924



SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) UNDERGROUND ENCROACHMENTS NOT LOCATED. 4) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 5) OWNERSHIP OF FENCES ARE UNKNOWN. 6) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 7) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 8) PROPERTY HAS DIRECT VEHICULAR ACCESS TO A PUBLICLY DEDICATED RIGHT-OF-WAY. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB. 46 PAGE 5

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL



REVISED: 1/31/17



AERIAL MAP

SCALE: N.T.S.



NOTE: FUTURE LAND USE DESIGNATION FOR PROPERTIES WITHIN 300' RADIUS OF SITE ARE MEDIUM-HIGH DENSITY RESIDENTIAL. [HATCHED AREA INDICATES 300' RADIUS]

LOCATION MAP

SCALE: N.T.S.



ZONING SUMMARY

ZONING SUMMARY

ARCHITECTURAL ANALYSIS				THE SITE IS VACANT		SF	ACRES
BUILDING OCCUPANCY		R1					
TYPE OF CONSTRUCTION		TYPE I-B					
FLORIDA BUILDING CODE 5th EDITION 2014							
FLORIDA FIRE PREVENTION CODE 5th EDITION							
UNIT #	# OF UNITS	NSF PER UNIT	GSR PER UNIT	BALCONY	SF	# OF BD / # OF BA	
UNIT 301	1	1,990	2,123	485	SF	3 BD / 3.5 BA	
UNIT 302	1	1,245	1,345	113	SF	2 BD / 2 BA	
UNIT 303	1	1,684	1,826	400	SF	2 BD / 2.5 BA	
UNIT 304	1	1,574	1,707	322	SF	2 BD / 2.5 BA	
UNIT 305	1	1,234	1,377	104	SF	2 BD / 2 BA	
UNIT 306	1	1,800	1,940	302	SF	2 BD / 2.5 BA + STUDIO	
UNIT 401	1	1,882	2,016	592	SF	3 BD / 3.5 BA	
UNIT 402	1	1,151	1,260	266	SF	2 BD / 2 BA	
UNIT 403	1	1,445	1,576	610	SF	2 BD / 2.5 BA	
UNIT 404	1	1,291	1,413	620	SF	2 BD / 2 BA	
UNIT 405	1	1,193	1,416	155	SF	2 BD / 2 BA	
UNIT 406	1	1,576	1,706	530	SF	2 BD / 2.5 BA + STUDIO	
UNIT 501	1	1,882	2,016	520	SF	3 BD / 3.5 BA	
UNIT 502	1	1,151	1,260	118	SF	2 BD / 2 BA	
UNIT 503	1	1,445	1,576	353	SF	2 BD / 2.5 BA	
UNIT 504	1	1,291	1,413	555	SF	2 BD / 2 BA	
UNIT 505	1	1,193	1,416	155	SF	2 BD / 2 BA	
UNIT 506	1	1,576	1,706	300	SF	2 BD / 2.5 BA	
UNIT 601	1	1,882	2,016	462	SF	3 BD / 3.5 BA	
UNIT 602	1	1,033	1,130	248	SF	1 BD / 2 BA + STUDIO	
UNIT 603	1	1,222	1,336	540	SF	2 BD / 2.5 BA	
UNIT 604	1	1,580	1,836	782	SF	2 BD / 2.5 BA	
UNIT 605	1	1,780	2,040	513	SF	2 BD / 3 BA	
UNIT 701	1	1,882	2,016	429	SF	3 BD / 3.5 BA	
UNIT 702	1	1,033	1,130	140	SF	1 BD / 2 BA + STUDIO	
UNIT 703	1	1,222	1,336	327	SF	2 BD / 2.5 BA	
UNIT 704	1	1,580	1,836	542	SF	2 BD / 2.5 BA	
UNIT 705	1	1,780	2,040	253	SF	2 BD / 3 BA	
TOTAL	28	41,597	45,796	-	SF		
STORAGE	28			25 SF EACH			
NOTE: 1. DENS AND STUDIOS CAN NEVER BE CONVERTED OR USED AS BEDROOMS, UNLESS THE DU SIZE IS ADEQUATE AND BUILDING CODE REQUIREMENTS ARE MET. 2. PROVIDE SOUND ABATEMENT PANELS AROUND WALLS OF COOLING TOWER & GENERATOR ROOM.							

LEGAL DESCRIPTION

LOTS 6 & 7 BLOCK 5 BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

FLOOD ELEVATION

9.0' NGVD

THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 9.0' NGVD. MAP/PANEL

5.23' NGVD

CROWN OF THE ROAD

RM2 - MULTI FAMILY RESIDENTIAL DISTRICT

FUTURE LAND USE DESIGNATION

PROPOSED

ALLOWABLE

PROPOSED

FLR

(DETERMINED BY THE SETBACKS)

30 DU (0.51 ACRES X 55 DUA)

28 DU (0.51 ACRES X 55 DUA)

28 (11 TDRs REQ.)

34 UNITS PER NET ACRE (ALLOWABLE BASE DENSITY)

SETBACKS

REQUIRED

PROPOSED

FRONT:

UP TO 30'-0" HIGH

20'-0"

UP TO 45'-0" HIGH

25'-0"

UP TO 65'-0" HIGH

30'-0"

REAR UP TO 30'-0" HIGH

10'

1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"

21'-8" (MAX)

21'-8" (MAX)

SIDE:

UP TO 30'-0" HIGH 10% OF LOT WIDTH

15'

1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"

26'-8" (MAX)

26'-8" (MAX)

FLEX: 1/3 OF BUILDING LENGTH

@ NORTH [0.33 X 115'-0"]

38'-4"

@ EAST [0.33 X 120'-0"]

40'-0"

@ SOUTH [0.33 X 115'-0"]

38'-4"

@ WEST [0.33 X 120'-0"]

40'-0"

MAXIMUM HEIGHT

ALLOWABLE

PROPOSED

MAXIMUM BUILDING HEIGHT

65'-0" above BFE

65'-0" above BFE

GROUND LANDSCAPE AREA

REQUIRED

PROPOSED

20% OF LOT AREA MINIMUM

4,473 SF

5,075 SF = 23%

IMPERVIOUS AREA

REQUIRED

PROPOSED

15% OF ROOF AREA MINIMUM

928 SF

1,277 SF = 21%

ROOF DECK LANDSCAPE REQUIREMENTS

REQUIRED

PROPOSED

ROOF DECK LANDSCAPE REQUIREMENTS

REQUIRED

PROPOSED

LOT COVERAGE

(PERIMETER DETERMINED BY THE SETBACKS)

ALLOWABLE

PROPOSED

15% OF ROOF AREA MINIMUM

6,185 SF

15,681 SF = 70%

PARKING SPACE REQUIREMENTS

RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & 2 GUEST PARKING AS A SUBSET OF THE TOTAL

REQUIRED

PROPOSED

56 (INCLUDING 2 GUEST) 56 (INCLUDING 3 GUEST)

ZONING SUMMARY

LEGAL DESCRIPTION					SF	ACRES
LOTS 6 & 7 BLOCK 5 BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA					22,366	0.51 +/-
FLOOD ELEVATION					9.0' NGVD	
THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 9.0' NGVD. MAP/PANEL					5.23' NGVD	
CROWN OF THE ROAD					5.23' NGVD	
ZONING CLASSIFICATION					RM2 - MULTI FAMILY RESIDENTIAL DISTRICT	
FUTURE LAND USE DESIGNATION					MEDIUM-HIGH DENSITY RESIDENTIAL	
FLR	ALLOWABLE	PROPOSED				
(DETERMINED BY THE SETBACKS)	N/A					
MAXIMUM DENSITY (0.51 ACRES X 60 DU/A)	30 DU	28 DU				
34 UNITS PER NET ACRE (ALLOWABLE BASE DENSITY)	17.34 (17)	[0.51 ACRES X 55 DU/A] 28 (11 TDRs REQ.)				
SETBACKS	REQUIRED	PROPOSED				
FRONT:						
UP TO 30'-0" HIGH	20'-0"	20'-0"				
UP TO 45'-0" HIGH	25'-0"	30'-0"				
UP TO 65'-0" HIGH	30'-0"	30'-0"				
REAR UP TO 30'-0" HIGH	10'	10'				
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"	21'-8" (MAX)	21'-8" (MAX)				
SIDE:						
UP TO 30'-0" HIGH 10% OF LOT WIDTH	15'	15'				
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"	26'-5" (MAX)	26'-5" (MAX)				
REAR:						
UP TO 30'-0" HIGH 10% OF LOT WIDTH	15'	15'				
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"	26'-5" (MAX)	26'-5" (MAX)				
MAXIMUM HEIGHT						
MAXIMUM BUILDING HEIGHT	65'-0" above BFE	65'-0" above BFE				
GROUND LANDSCAPE AREA						
20% OF LOT AREA MINIMUM	22,366 X .20	5,075 SF = 23%				
ROOF DECK LANDSCAPE REQUIREMENTS						
15% OF ROOF AREA MINIMUM	6,185 SF X .15	17,291 SF = 77% OF SITE AREA				
LOT COVERAGE						
(PERIMETER DETERMINED BY THE SETBACKS)	928 SF	1,277 SF = 21. %				
PARKING SPACE REQUIREMENTS						
RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & 2 GUEST PARKING AS A SUBSET OF THE TOTAL	15,681 SF = 70%	56 (INCLUDING 2 GUEST)				
	PROPOSED	PROPOSED				
	15,681 SF = 70%	58 (INCLUDING 3 GUEST)				

ZONING SUMMARY

LEGAL DESCRIPTION					SF	ACRES
LOTS 6 & 7 BLOCK 5 BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA					22,366	0.51 +/-
FLOOD ELEVATION					9.0' NGVD	
THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 9.0' NGVD. MAP/PANEL					5.23' NGVD	
CROWN OF THE ROAD					5.23' NGVD	
ZONING CLASSIFICATION					RM2 - MULTI FAMILY RESIDENTIAL DISTRICT	
FUTURE LAND USE DESIGNATION					MEDIUM-HIGH DENSITY RESIDENTIAL	
FLR	ALLOWABLE	PROPOSED				
(DETERMINED BY THE SETBACKS)	N/A					
MAXIMUM DENSITY (0.51 ACRES X 60 DU/A)	30 DU	28 DU				
34 UNITS PER NET ACRE (ALLOWABLE BASE DENSITY)	17.34 (17)	[0.51 ACRES X 55 DU/A] 28 (11 TDRs REQ.)				
SETBACKS	REQUIRED	PROPOSED				
FRONT:						
UP TO 30'-0" HIGH	20'-0"	20'-0"				
UP TO 45'-0" HIGH	25'-0"	30'-0"				
UP TO 65'-0" HIGH	30'-0"	30'-0"				
REAR UP TO 30'-0" HIGH	10'	10'				
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"	21'-8" (MAX)	21'-8" (MAX)				
SIDE:						
UP TO 30'-0" HIGH 10% OF LOT WIDTH	15'	15'				
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"	26'-5" (MAX)	26'-5" (MAX)				
FLEX: 1/3 OF BUILDING LENGTH						
@ NORTH [0.33 X 115'-0"]						
@ EAST [0.33 X 120'-0"]	38'-4"	38'-4"				
@ SOUTH [0.33 X 115'-0"]	40'-0"	40'-0"				
@ WEST [0.33 X 120'-0"]	38'-4"	38'-4"				
MAXIMUM HEIGHT	40'-0"	40'-0"				
ALLOWABLE	PROPOSED					
65'-0" above BFE	65'-0" above BFE					
REQUIRED	PROPOSED					
4,473 SF	5,075 SF = 23%					
	17,291 SF = 77% OF SITE AREA					
REQUIRED	PROPOSED					
928 SF	1,277 SF = 21. %					
ALLOWABLE	PROPOSED					
DETERMINED BY SETBACKS						
15,681 SF = 70%						
REQUIRED	PROPOSED					
56 (INCLUDING 2 GUEST)	58 (INCLUDING 3 GUEST)					

ZONING SUMMARY

LEGAL DESCRIPTION		SF	ACRES
LOTS 6 & 7 BLOCK 5 BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA		22,366	0.51 +/-
FLOOD ELEVATION		9.0' NGVD	
THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 9.0' NGVD. MAP/PANEL			
CROWN OF THE ROAD		5.23' NGVD	
ZONING CLASSIFICATION		RM2 - MULTI FAMILY RESIDENTIAL DISTRICT	
FUTURE LAND USE DESIGNATION		MEDIUM-HIGH DENSITY RESIDENTIAL	
FLR (DETERMINED BY THE SETBACKS)		ALLOWABLE	PROPOSED
MAXIMUM DENSITY (0.51 ACRES X 60 DU/A)		N/A	28 DU [0.51 ACRES X 55 DU/A]
34 UNITS PER NET ACRE [ALLOWABLE BASE DENSITY]		30 DU 17.34 (17)	28 DU 17.34 (17)
SETBACKS		REQUIRED	PROPOSED
FRONT:			
UP TO 30'-0" HIGH		20'-0"	20'-0"
UP TO 45'-0" HIGH		25'-0"	30'-0"
UP TO 65'-0" HIGH		30'-0"	30'-0"
REAR UP TO 30'-0" HIGH		10'	10'
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"		21'-8" (MAX)	21'-8" (MAX)
SIDE:			
UP TO 30'-0" HIGH 10% OF LOT WIDTH		15'	15'
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"		26'-8" (MAX)	26'-8" (MAX)
FLEX: 1/3 OF BUILDING LENGTH			
@ NORTH [0.33 X 115'-0"]			
@ EAST [0.33 X 120'-0"]		38'-4"	38'-4"
@ SOUTH [0.33 X 115'-0"]		40'-0"	40'-0"
@ WEST [0.33 X 120'-0"]		38'-4"	38'-4"
MAXIMUM HEIGHT		40'-0"	40'-0"
MAXIMUM BUILDING HEIGHT		ALLOWABLE 65'-0" above BFE	PROPOSED 65'-0" above BFE
GROUND LANDSCAPE AREA			
20% OF LOT AREA MINIMUM	22,366 X .20	REQUIRED 4,473 SF	PROPOSED 5,075 SF = 23%
IMPERVIOUS AREA			17,291 SF = 77% OF SITE AREA
ROOF DECK LANDSCAPE REQUIREMENTS		REQUIRED	PROPOSED
15% OF ROOF AREA MINIMUM	6,185 SF X .15	928 SF	1,277 SF = 21. %
LOT COVERAGE		ALLOWABLE DETERMINED BY SETBACKS	PROPOSED
(PERIMETER DETERMINED BY THE SETBACKS)			15,681 SF = 70%
PARKING SPACE REQUIREMENTS		REQUIRED	PROPOSED
RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & 2 GUEST PARKING AS A SUBSET OF THE TOTAL			56 (INCLUDING 2 GUEST) 58 (INCLUDING 3 GUEST)



AERIAL VIEW

FRANKEL BENAYOUN
ARCHITECTS
PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR007143
IFNAT BENAYOUN FISHMAN
LICENSE NO. AR001273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3660
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166
T: 305.592.2526
F: 305.552.7887
C: 786.306.4353

CIVIL ENGINEERING

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



1000

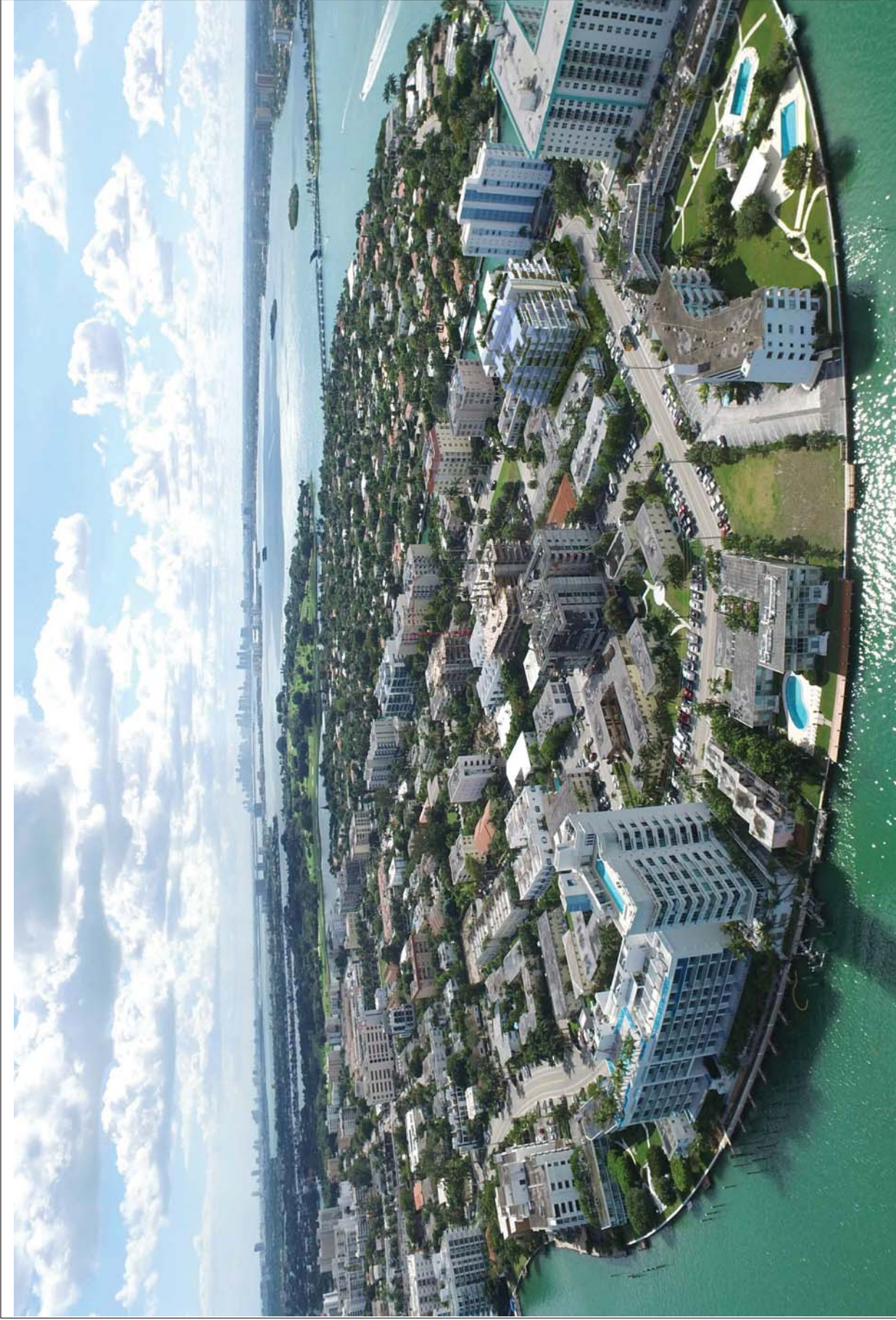
ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
6740-00 WEST BAY HARBOR DRIVE
BAY HARBOR ISLAND, FLORIDA 33584

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE

SCALE	DATE
1/8" = 1'-0"	JANUARY 20, 2017
SHEET NUMBER	

A-0.03



FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001424
MARKUS A. FRANKEL
LICENSE NO. AR0027143
FRANK BENAYOUN FISHMAN,
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
FAY HARBOR ISLANDS, FLORIDA 33110
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166
T. 305.592.2526
F. 305.592.7887
C. 786.306.4353

ONL B&G

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

LANDSCAPE ARCHITECTURE



**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
1010 S.W. 43 STREET MAINE, ME. 04101

STRUCTURAL ENG.

MS 0-02

3

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NEW GAMES

874
NE
31 W
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429

100

ISSUING		DATE	
NO.	REVISION	DATE	BY

GRADING TITLE				
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AERIAL VIEW

SCALE	DATE	TIME	NAME	NO.	UNIT
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1/8" = 1'-0" JANUARY 20, 2011

SHEET NUMBER

A-0.03A



RENDERING [103RD STREET VIEW]

FRANKEL BENAVOLIN
ARCHITECTS PLANNERS INTERIORS

LICENSE NO. A-0011494
ADDRESS: 10000 W. 31ST AVE., SUITE 100
MIAMI, FL 33187
PHONE: (305) 552-1111
FAX: (305) 552-1112
WWW.FRANKELBENAVOLIN.COM

OWNER/DEVELOPER
ATLANTIS 103, LLC
7651 NW 50TH STREET
MIAMI, FL 33166
F: 305.592.9504
C: 786.306.4353

ON SITE
IB INTERIORS BY DESIGN INC.
3900 HOLLYWOOD BLVD
MIAMI, FL 33140
F: 305.592.7887
C: 786.306.4353

LANDSCAPE ARCHITECT
GHOMANTIC
DESIGNS, INC.
ROBERT FARLEY ASLA
1000 N. W. 10TH AVE., SUITE 100
MIAMI, FL 33136
F: 305.592.7887
C: 786.306.4353

SECTIONAL SIDE

NOTES

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
8740-00 WEST BAY HARBOR DRIVE
BAY HARBOR BLVD FLORIDA 33584

NO.	REVISION	DATE

RENDERING
103RD STREET VIEW
DATE: JANUARY 26, 2017
SCALE: 1/8" = 1'-0"

A-0.04



RENDERING [WBHD STREET VIEW]

FRANKEL BENAVOUNT
ARCHITECTS PLANNERS INTERIORS

LICENSE NO. A-0011494
STATE OF FLORIDA
ADDRESS: 10000 W. BOCA RATON BLVD., SUITE 100
BOCA RATON, FL 33433
PHONE: (561) 995-1114
FAX: (561) 995-1115
WWW.FRANKELBENAVOUNT.COM

CLIENT / OWNER
ATLANTIS 103, LLC
7651 NW 50TH STREET
MIAMI, FL 33166
P: 305.592.7864
F: 305.592.7867
C: 786.306.4353

ON SITE
103 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
300 HOLLYWOOD BLVD
MIAMI, FL 33133
PHASE 1 - 103 WEST BAY HARBOR DRIVE
SUSAN C. HOLLAND PE
(Reg. No. 4183)

LANDSCAPE ARCHITECT
GHOMANTIC
DESIGNS, INC.
ROBERT PARLEY ASLA
10000 W. BOCA RATON BLVD., SUITE 100
BOCA RATON, FL 33433
PHONE: (561) 995-1114
FAX: (561) 995-1115
WWW.GHOMANTICDESIGNS.COM

STRUCTURAL ENGINEER

MEP ENGINEER

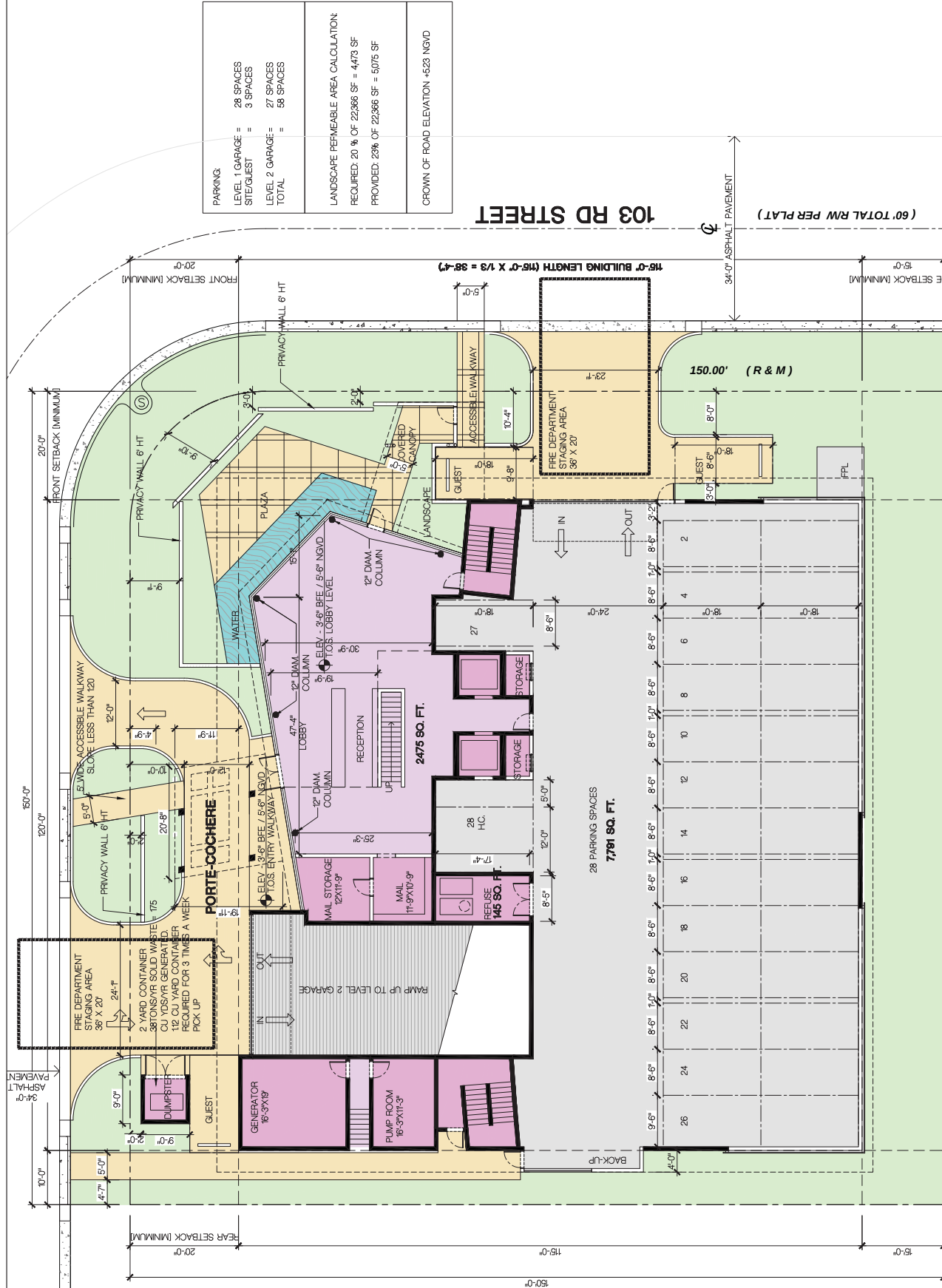
ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
300 HOLLYWOOD BLVD
MIAMI, FL 33133
PHASE 1 - 103 WEST BAY HARBOR DRIVE
SUSAN C. HOLLAND PE
(Reg. No. 4183)

REVISION	DATE	BY
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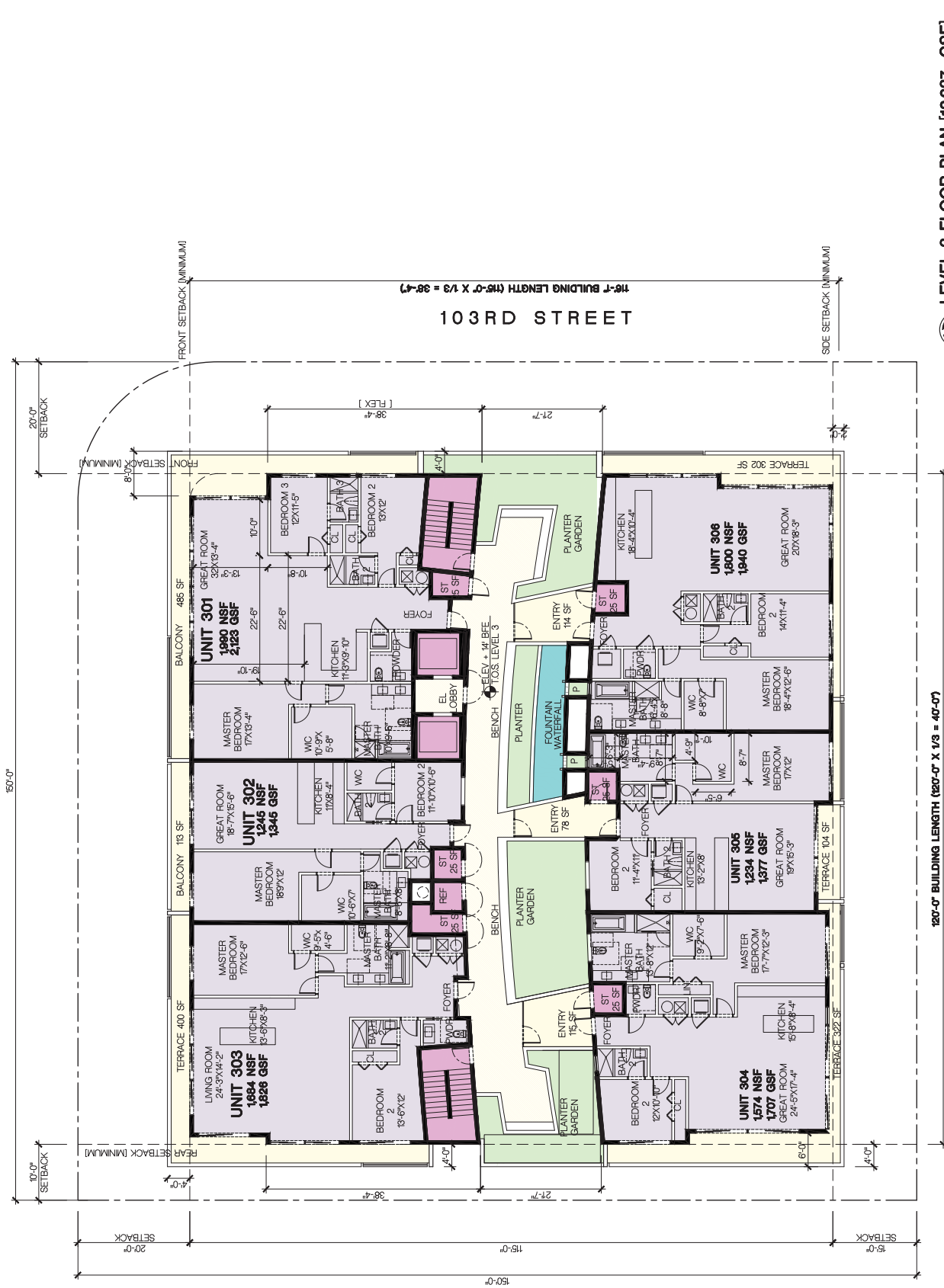
RENDERING
WBHD STREET VIEW
DATE: JANUARY 26, 2017
SCALE: 1/8" = 1'-0"
SHEET NO.: A-007

SCALE: 1/8" = 1'-0"

120'-0" BUILDING LENGTH (120'-0" X 1/3 = 40'-0")



WEST BAY HARBOR DRIVE



LEVEL 3 FLOOR PLAN [12,237 GSF]
 SCALE: 1/8" = 1'-0" (INCLUDES STG RM & ENTRY COURTS TO EASTERN UNITS)

FRANKEL BENAVOLIN
 ARCHITECTS PLLC
 1000 WEST BAY HARBOR DRIVE
 SUITE 100
 WEST BAY HARBOR, FL 33509

LICENSE NO. A-0001494
 ARCHITECT
 300 HOLLAND BOULEVARD
 SUITE 100
 ATLANTA, GA 30309
 (404) 525-1111
 F. 404.525.1111
 E. INFO@FRANKELBENAVOLIN.COM

ATLANTIS 103, LLC
 7657 NW 50TH STREET
 MIAMI, FL 33166
 F. 305.592.7887
 C. 786.306.4353

ON SITE
IB
 300 HOLLAND BOULEVARD
 SUITE 100
 ATLANTA, GA 30309
 (404) 525-1111
 F. 404.525.1111
 E. INFO@IB.COM

GHOMANTIC
 DESIGNS, INC.
 ROBERT PARLEY ASLA
 1000 WEST BAY HARBOR DRIVE
 SUITE 100
 WEST BAY HARBOR, FL 33509

STRUCTURAL
 1000 WEST BAY HARBOR DRIVE
 SUITE 100
 WEST BAY HARBOR, FL 33509

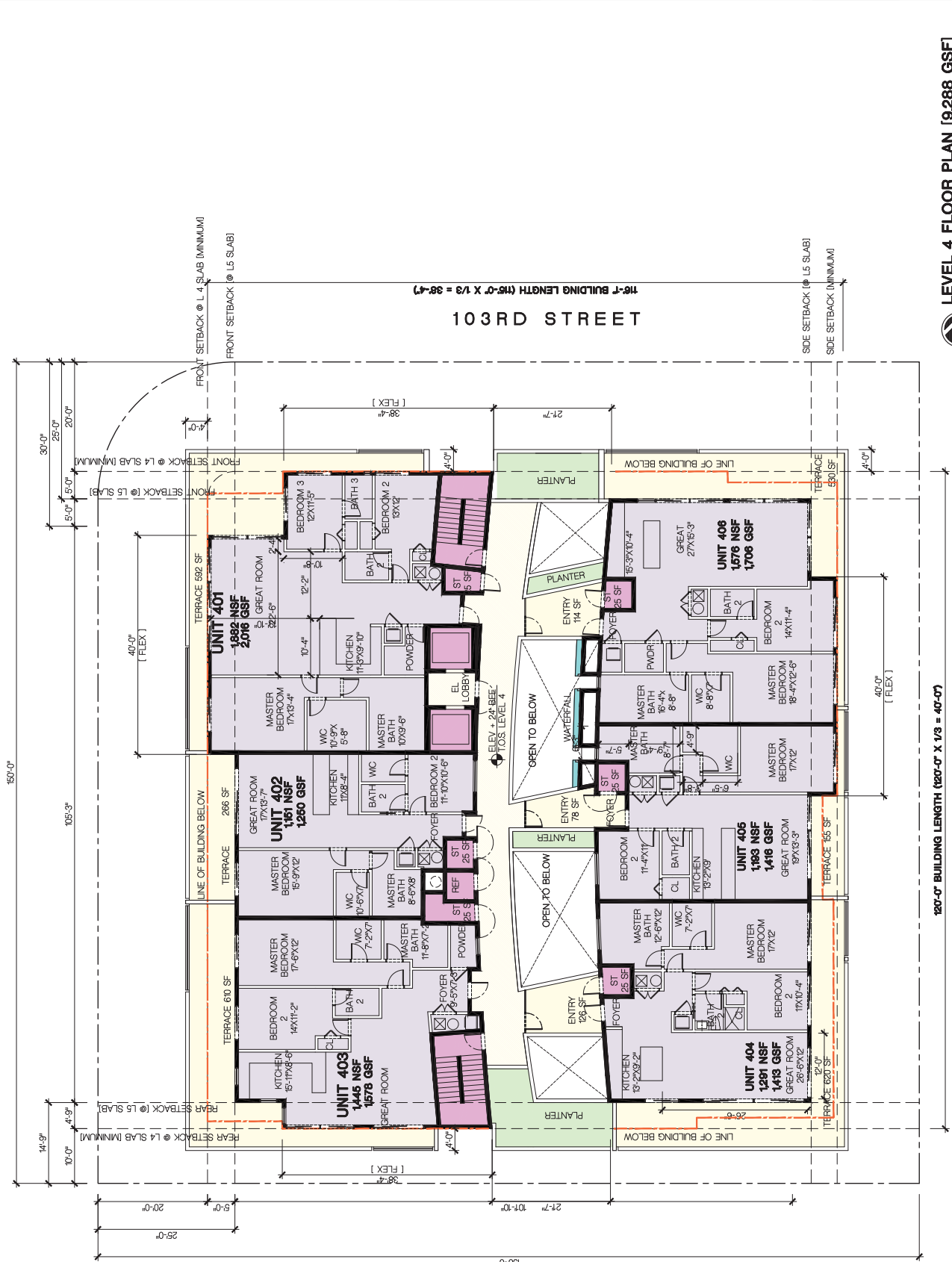
MEP
 1000 WEST BAY HARBOR DRIVE
 SUITE 100
 WEST BAY HARBOR, FL 33509

NEW CONDOMINIUM BUILDING
 8740-00 WEST BAY HARBOR DRIVE
 BAY HARBOR BLVD. FLORIDA 33504

ATLANTIS

LEVEL 3 FLOOR PLAN
 DATE: JANUARY 26, 2017
 SCALE: 1/8" = 1'-0"

A-103



LEVEL 4 FLOOR PLAN [9,288 GSF]
SCALE: 1/8" = 1'-0"
INCLUDES STG RM & ENTRY COURTS TO EASTERN UNITS

FRANKEL BENAVOLIN
ARCHITECTS PLLC
PLANNING INTERIOR DESIGN

LICENSE NO. A-001494
STATE OF FLORIDA
ADDRESS: 10000 W. BOULEVARD, SUITE 100
MIRAGE, FL 33157
PHONE: (305) 415-1111
FAX: (305) 415-1112
E-MAIL: INFO@FRANKELBENAVOLIN.COM

OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET
MIAMI, FL 33166
F: 305.592.7887
C: 786.306.4353

ON SITE
15 HOLLAND BUILDING INC.
300 HOLLYWOOD BOULEVARD
(HAWT-301) - (HAWT-302) 1st
SUSAN C. HOLLAND, PE
(Reg. No. 41151)

LANDSCAPE ARCHITECT
GROMANTIC
DESIGNS, INC.
ROBERT PARLEY ASLA
10000 W. BOULEVARD, SUITE 100
MIRAGE, FL 33157
(305) 415-1111

STRUCTURAL ENGINEER
MP INC.

MEP ENGINEER
15 HOLLAND BUILDING INC.
300 HOLLYWOOD BOULEVARD
(HAWT-301) - (HAWT-302) 1st
SUSAN C. HOLLAND, PE
(Reg. No. 41151)

NEW CONDOMINIUM BUILDING
8740-90 WEST BAY HARBOR DRIVE
BAY HARBOR BLVD. FLORIDA 3354

10281 WEST BAY HARBOR DRIVE

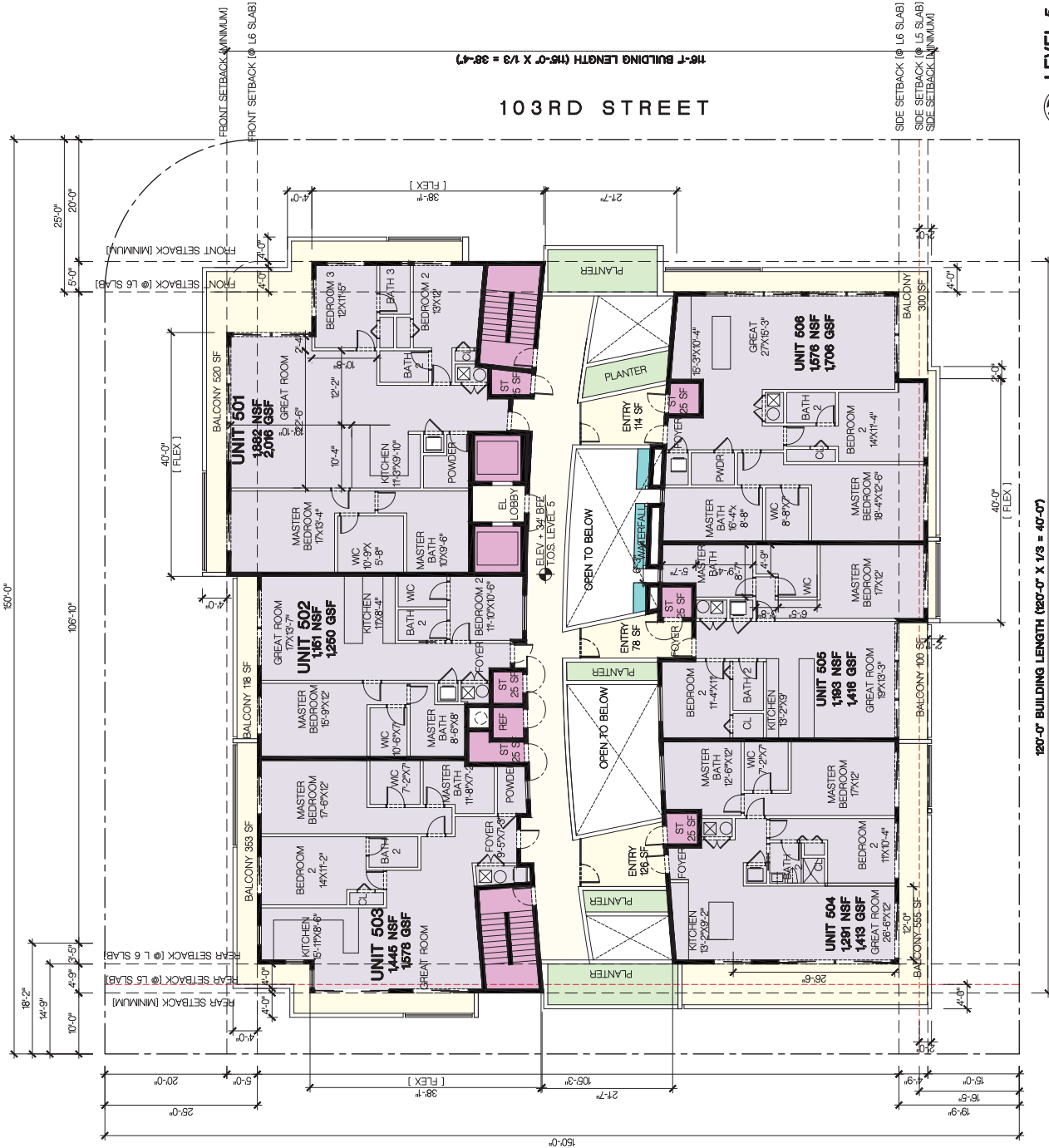
ATLANTIS

NO.	REVISION	DATE

DESIGNED BY: _____

LEVEL 4 FLOOR PLAN
DATE: JANUARY 26, 2017
DRAWN BY: _____

A-104



FRANKEL BENAYON
ARCHITECTS
PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143

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



OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166
T: 305.592.2526
F: 305.592.7887
C: 786.306.4353

CIVIL ENGINE

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

key: no: 41001

LANDSCAPE ARCHITECTS

**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.A.

10405 W. 41 STREET MARIETTA, IL 60157
PHONE: 815-466-0600 FAX: 815-466-0602



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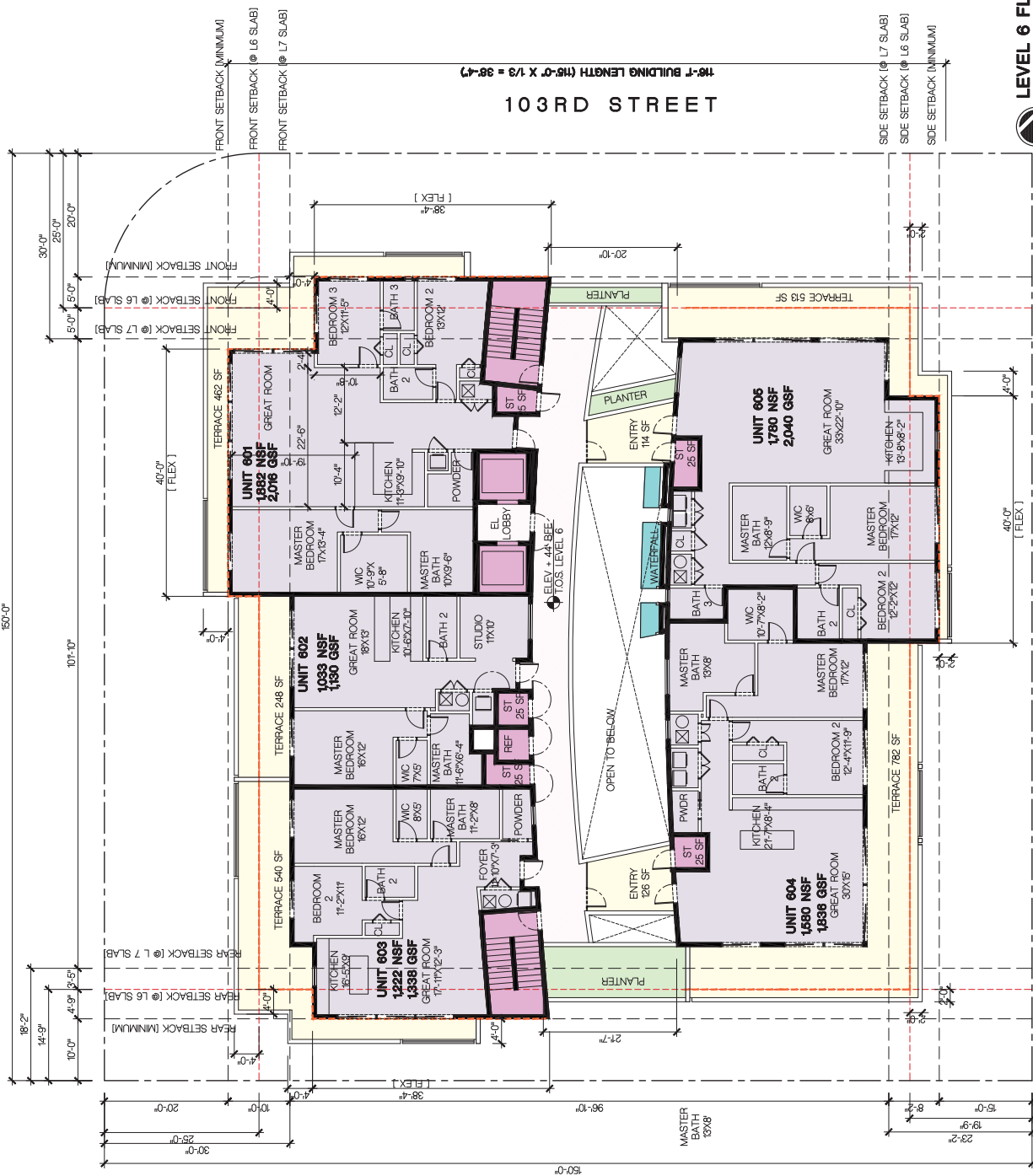
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ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
6740-00 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33584

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

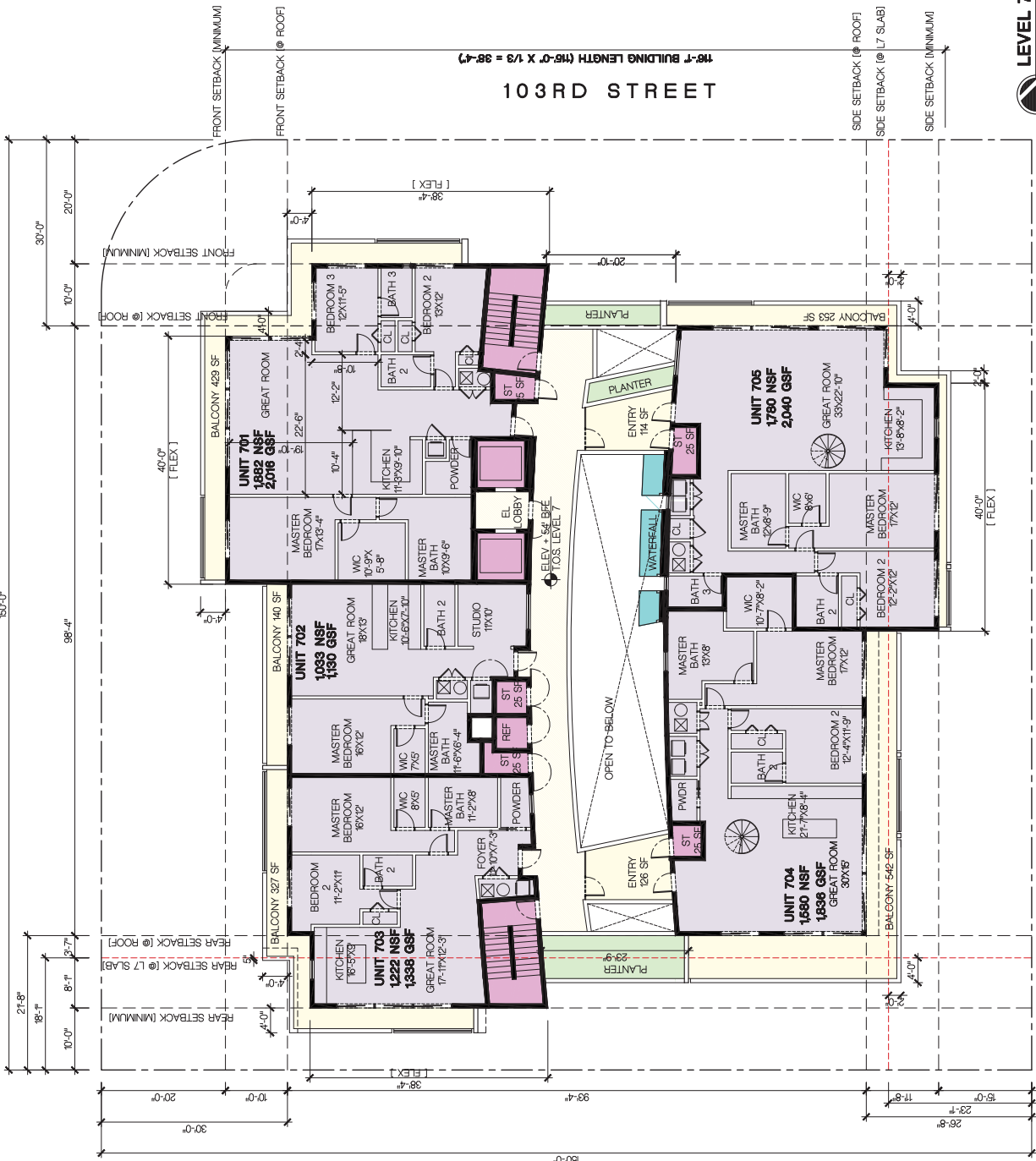
LEVEL 6 FLOOR PLAN	DATE	JANUARY 20, 2017
	SCALE	1/8" = 1'-0"
	SHEET NUMBER	

A-1.06



LEVEL 6 FLOOR PLAN [8,360 GSF]

SCALE: 1/8" = 1'-0" [INCLUDES STG RM & ENTRY COURTS TO EASTERN UNITS]



FRANKEL BENAYOUN
ARCHITECTS

10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR BLVD. FLORIDA 33544

ATLANTIS 103, LLC
7927 NW 50TH STREET
MIAMI, FLORIDA 33166
T: 305.892.3328
F: 305.892.3329
C: 305.892.3333

HILLIARD ENGINEERING INC.
1001 N. MIAMI AVE.
SUITE 200
MIAMI, FLORIDA 33136
T: 305.575.1100
F: 305.575.1101
C: 305.575.1102

GEOMANTIC
DESIGN, INC.
1001 N. MIAMI AVE.
SUITE 200
MIAMI, FLORIDA 33136
T: 305.575.1100
F: 305.575.1101
C: 305.575.1102

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-90 WEST BAY HARBOR DRIVE
EAST HARBOR BLVD. FLORIDA 33544

NORTH ELEVATION

SCALE: 1/8" = 1'-0"
A-2.01



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS

11775 N. W. 11th Avenue, Suite 200
Miami, Florida 33150
Tel: 305.592.2828
Fax: 305.592.2855
www.frankelbenayoun.com

DEVELOPMENT, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166
Tel: 305.592.2828
Fax: 305.592.2855
www.frankelbenayoun.com

IRILLAND ENGINEERING INC.
11775 N. W. 11th Avenue, Suite 200
Miami, Florida 33150
Tel: 305.592.2828
Fax: 305.592.2855
www.frankelbenayoun.com

GEONANTIC
DESIGN INC.
11775 N. W. 11th Avenue, Suite 200
Miami, Florida 33150
Tel: 305.592.2828
Fax: 305.592.2855
www.frankelbenayoun.com

10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-20 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
9740-20 WEST BAY HARBOR DRIVE

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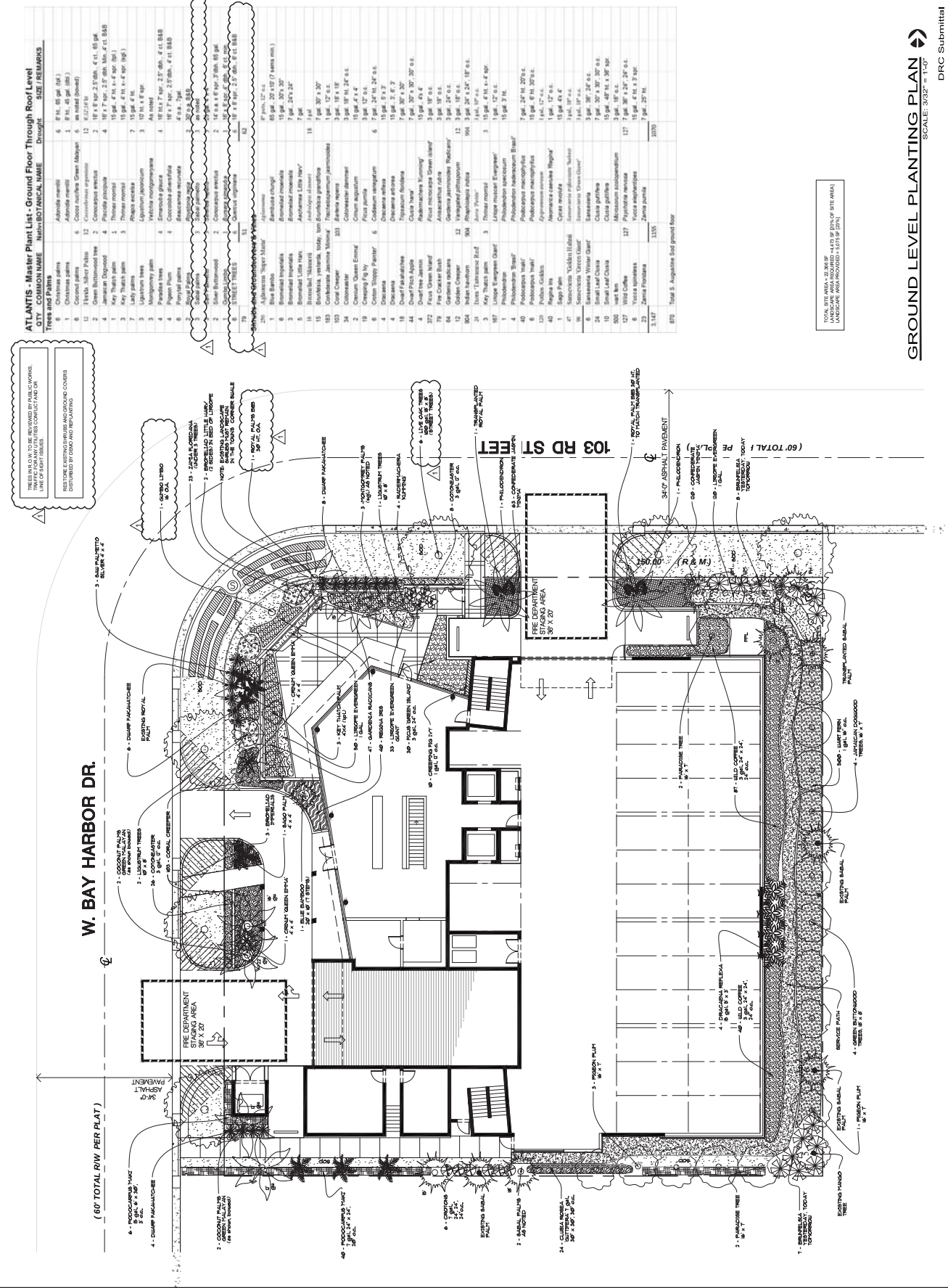


SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

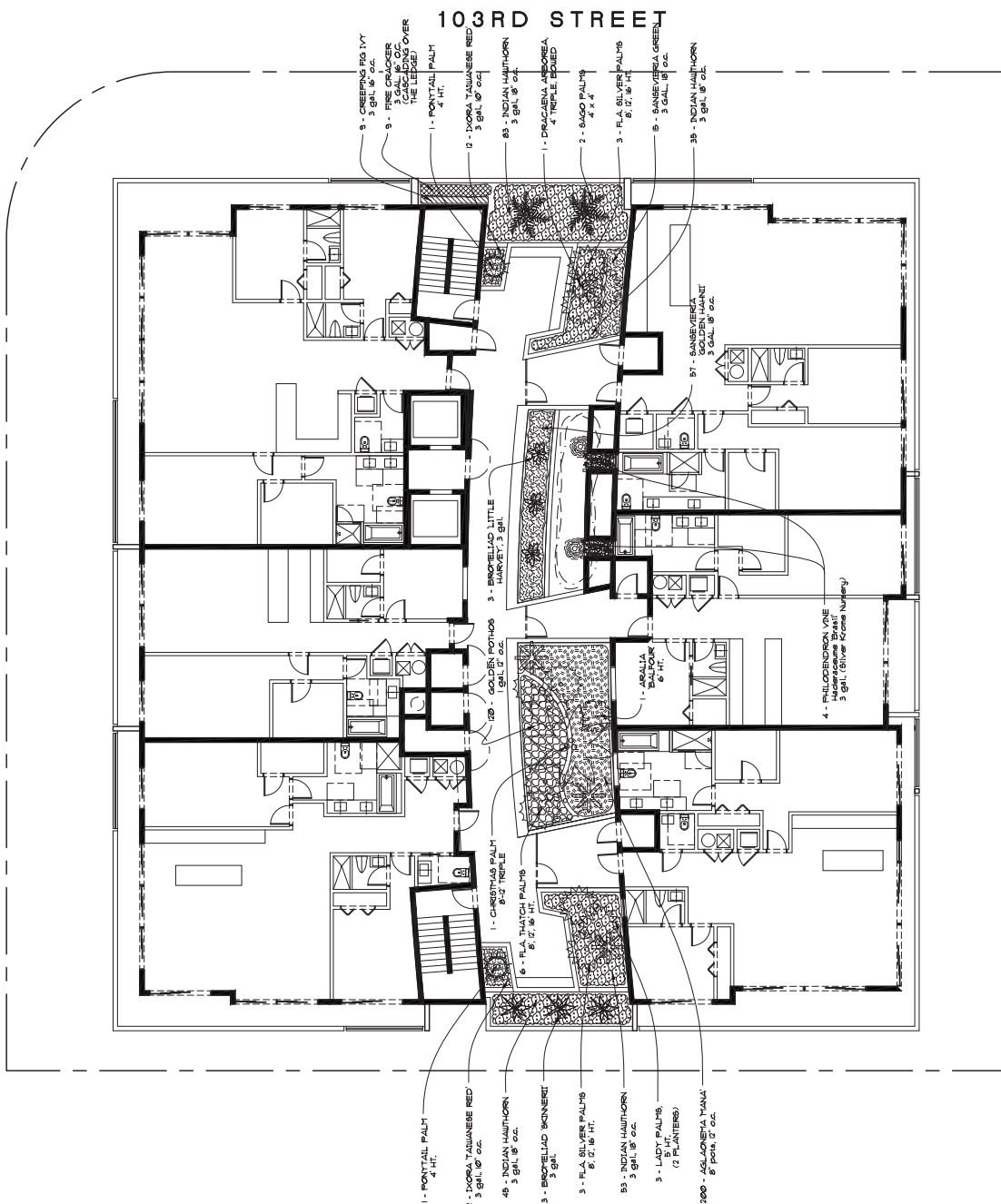
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SIGNATURE		DATE	
NO.	REVISION	DATE	BY

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
5740-00 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33584



FRANKEL BENAYOUN
A R C H I T E C T S
PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

A. FRANKEL
LICENSE NO. AR00207143
OFFICE: 1177 KANE CONCOURSE, SUITE 120
FISH HARBOR ISLANDS, FLORIDA 33154
PHONE: (305) 866-3665 FAX: (305) 866-3660
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
WBHD DEVELOPMENT, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166

T. 305.592.2526
F. 305.592.7887
C. 786.306.4353

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

LANDSCAPE ARCHITECT

**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE

ROBERT PARSLEY, A.S.L.A.

600 S.W. 61 STREET MIAMI FL. 33130
PHONE: 305-445-9063 FAX: 305-446-0628



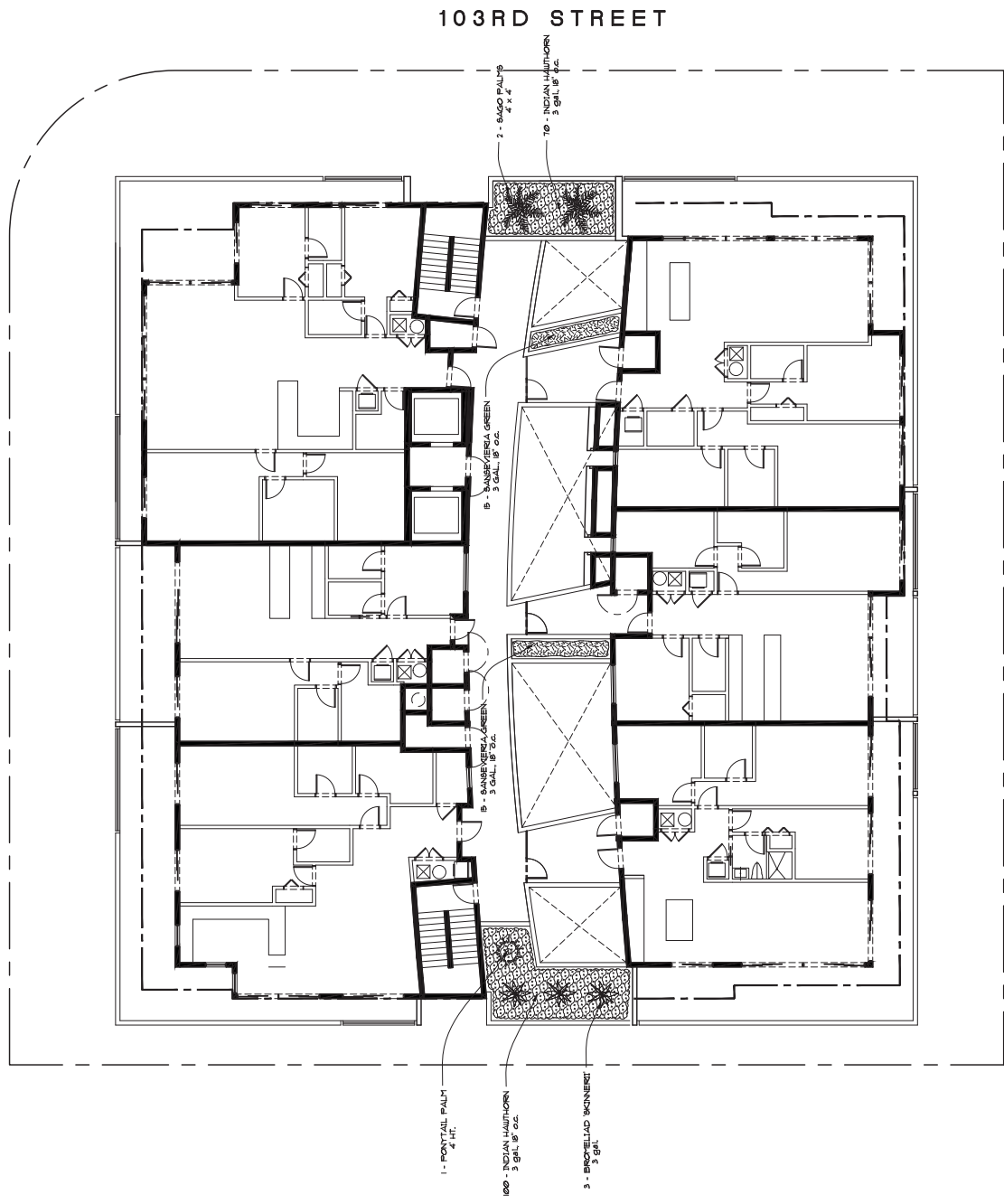
STRUCTURAL ENG.

1057

LEVEL 4 PLANTING PLAN

SCALE: 1/8" = 1'-0"

L-3



REVISIONS		DATE
NO.	REVISION	

DRAWING TITLE	
Level 4 Planting Plan	
DATE	1-27-2017
BY	JANUARY 12, 2017
SHEET NUMBER	
L-3	

ATLANTIS
NEW CONDOMINIUM BUILDING
10281 WEST BAY HARBOR DRIVE
BAY HARBOR BLVD., FLORIDA 33134

GEOMANTIC
LANDSCAPE ARCHITECTS
ROBERT PARKER AIA, LA.
1100 N. MIAMI AVE., SUITE 1000
MIAMI, FLORIDA 33136
TEL: 305.592.2526
FAX: 305.592.2527
WWW.GEOMANTIC.COM

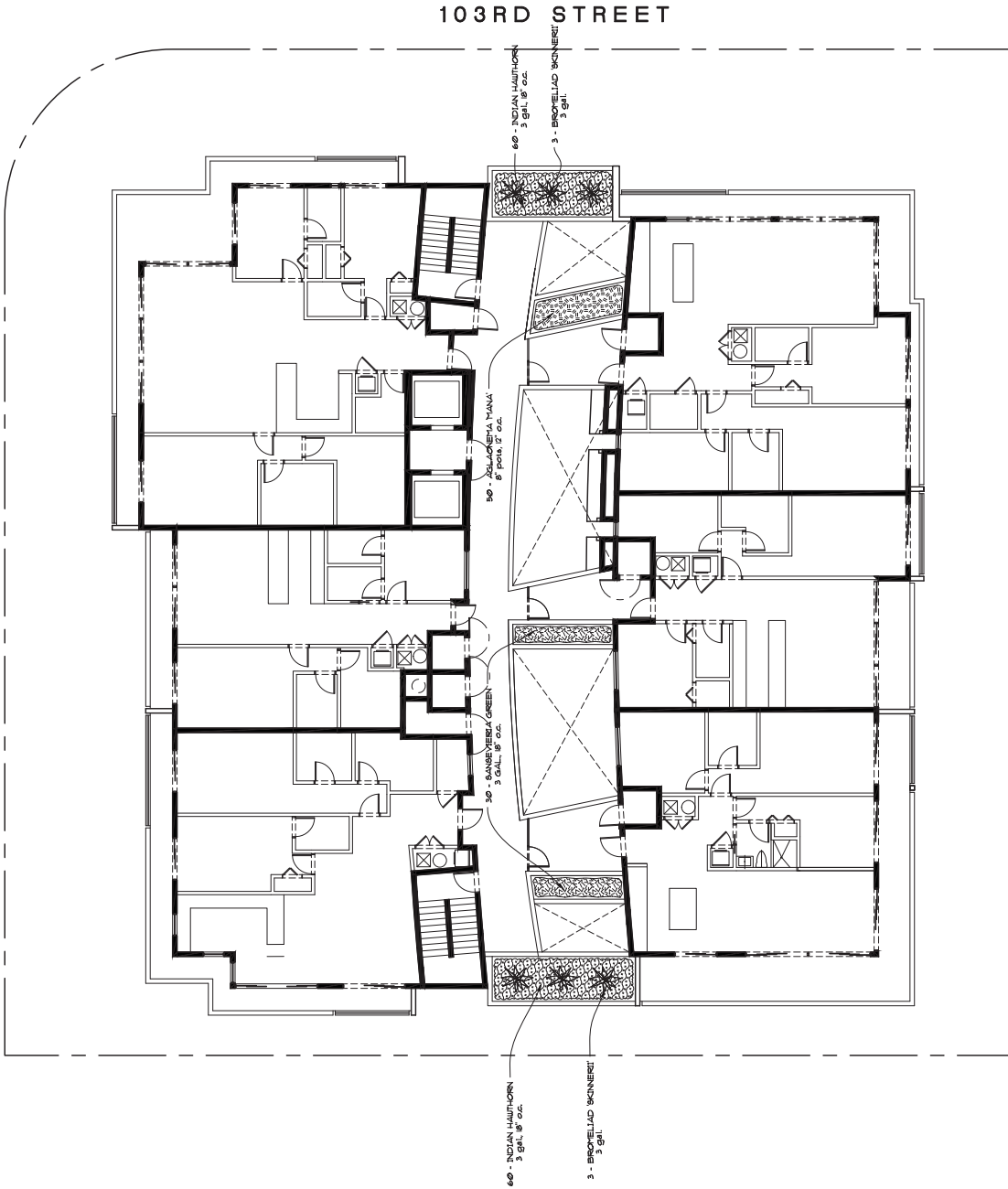
IRBYLAND ENGINEERING INC.
civil engineers
1100 N. MIAMI AVE., SUITE 1000
MIAMI, FLORIDA 33136
TEL: 305.592.2526
FAX: 305.592.2527
WWW.IRBYLAND.COM

WBHD DEVELOPMENT, LLC
7857 NW 50TH STREET
MIAMI, FLORIDA 33166
TEL: 305.592.2526
FAX: 305.592.2527
WWW.WBHD.COM

FRANKEL BENAYOUN ARCHITECTS
interior design
1177 KANE CONCOURSE, SUITE 150
MIAMI, FLORIDA 33136
TEL: 305.592.2526
FAX: 305.592.2527
WWW.FRANKELBENAYOUN.COM

LEVEL 5 PLANTING PLAN

SCALE: 1/8" = 1'-0"



ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
8740-00 WEST BAY HARBOR DRIVE
BAY HARBOR BLVD., FLORIDA 33134

GEOMANTIC
LANDSCAPE ARCHITECTS
ROBERT PARKER AIA, AIA
11000 N. MIAMI BLVD., SUITE 100
MIAMI, FLORIDA 33156
Tel: 305.441.1100
Fax: 305.441.1101
www.geomantic.com

LANDSCAPE ARCHITECT
SUSAN C. HOLLAND, P.E.
Reg. no. 41831
HOLLAND ENGINEERING INC.
Civil Engineer
11000 N. MIAMI BLVD., SUITE 100
MIAMI, FLORIDA 33156
Tel: 305.441.1100
Fax: 305.441.1101
www.holland-engineering.com

WBHD DEVELOPMENT, LLC
7857 NW 50TH STREET
MIAMI, FLORIDA 33166
Tel: 305.592.2526
Fax: 305.592.2527
www.wbhd.com

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AR-0001484
1177 KANE CONCOURSE, SUITE 120
MIAMI, FLORIDA 33136
Tel: 305.592.2526
Fax: 305.592.2527
www.frankelbenayoun.com



DRAWING TITLE	Level 7 Planting Plan
SCALE	1/8" = 1'-0"
SHEET NUMBER	DATE: JANUARY 2, 2017

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
8740-00 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33584

OWNER / DEVELOPER
WBHD DEVELOPMENT, LLC
7657 NW 50TH STREET
MIAMI, FLORIDA 33166
T. 305.592.2526
F. 305.592.7887
C. 786.706.1557

LICENSE NO. AA-C001494

FRANKEL BENAYOUN
ARCHITECTS
PLANNERS INTERIOR DESIGN

NO.	REVISION	DATE
		BY

ROOF:
TOTAL DECK AREA = 6,185 SF
LANDSCAPE AREA REQUIRED = 928 SF [15% OF DECK AREA]
LANDSCAPE AREA PROVIDED = 1,277 SF [21%]

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
8740-80 WEST BAY HARBOR DRIVE
BAY HARBOR ISLAND, FLORIDA 33594

LANDSCAPE ARCH.



**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE
ROBERT PARKLEY A.S.A.
3000 N. 111 STREET 3000 E. 112
TULSA, OK 74103 FAX: 755-984128

STRUCTURAL DIV.

ONE ENG
HOLLAND ENGINEERING INC.

OWNER / DEVELOPER
WBHD DEVELOPMENT, LLC
7657 NW 50TH STREET

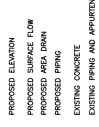
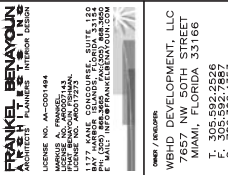
LICENSE NO. AR0017273
11177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33155
PH: (305) 868.3665 FAX: (305) 868.3665
E-MAIL: INFO@FRANKELBENAYOUN.CO

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

17-03



CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS CAN BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.



Architectural drawing showing a site plan for a building, including a large rectangular structure with a central courtyard and surrounding areas. The drawing includes dimensions, labels, and a scale of 1/8" = 1'-0".

Project Information:

- Project: Bay View 102
- Symbol: 40 LP
- Label: PATH LIGHT TWIN 20WVR16 FL
- 40 @ 3 FT AFG

Calculation Summary:

Label	Avg	Max	Min	Avg/Min	Max/Min
EAST PL	0.09	0.22	0.01	9.00	22.00
NORTH PL	0.31	0.50	0.03	10.33	16.67
SOUTH PL	0.01	0.03	0.00	N.A.	N.A.
WEST PL	0.08	0.21	0.01	8.00	21.00
SIDEWALK (EAST)	2.86	7.8	0.7	4.09	11.14
SIDEWALK (NORTH)	2.19	7.5	0.4	5.48	18.75
SIDEWALK (WEST)	5.71	19.6	1.7	3.36	11.53

Site Plan - Level 1 Photometrics

SCALE: 1/8" = 1'-0"

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 21.

ITEM:

Report from staff requested by the Town Council regarding possible locations for a memorial to honor former Bay Harbor Islands Elected Officials. At the February Council Meeting the Town Council asked staff to come back with options for a way to recognize former deceased Council Members for their contributions to the Town. Staff recommends a memorial at Town Hall and has attached several options.

DESCRIPTION:

At the February 13th, 2017, Town Council Meeting, the Council discussed the possible locations, plaques, park benches, and monuments to honor passed Council Members.

Attached is a photograph of a plaque which is currently located in the back of the Council Chambers, the name of Mayor Lynch was removed for a sample to have Doris Marano's name added. We will also need to add former Mayor Edward Tavlin. This was sent out a couple of months ago, but it takes a while to get it back.

We understand that the Council was talking of something more substantial so we have attached a couple of options with samples. One option is a monument and we have included photos of several samples. Another option is memorial bricks or tiles. Depending on the Town Council's feedback we can narrow down what we are looking for and get some estimates on the construction of a monument.

Staff is recommending two possible location near Town Hall, the first is the general area around in the front of the building around the Flag pole area. The second option, is an open space with landscaping located on the southeast corner of 97th Street and Bay Harbor Terrace.

With regard to having a policy on how to memorialize Council Members, staff feels that if its the pleasure of the Town Council to go ahead with all Members of the Town Council who passed away, a policy is not needed. If the Town Council wishes to establish a policy for private requests for plaques and monuments, there are many policies that are extremely complicated or very simple. We can bring back a resolution establishing a process to accept private requests, but keep in mind that we don't have many locations to place many private donations for recognizing significant people in our community.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	Memorial Options	memorial options.pdf
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TOWN OF BAY HARBOR ISLANDS

DEDICATED TO THE MEMORY OF OUR DEPARTED
COUNCIL MEMBERS WHOSE VISION, WISDOM
AND LEADERSHIP WERE GIVEN TO THIS
COMMUNITY AND ITS CITIZENS.

C. B. MOODY	1947 - 1948
MEYER NELSON	1947 - 1949
I. E. HARRIS	1947 - 1950
LOUIS WEISS	1950 - 1954
SIDNEY S. WEISS	1954 - 1957
GEORGE SOGG	1957 - 1968
ARNOLD FEIN	1971 - 1975
DAN B. RUSKIN	1949 - 1951
MAX G. FELDMAN	1973 - 1978
JACK JUSTICE	1947 - 1951
J. M. LELCHUK	1958 - 1977
JACK KASDAN	1978 - 1979

LOUIS HAAS, M.D.	1968 - 1991
STANLEY G. GOLDSMITH	1978 - 1993
VIVIAN LEVINSON	1976 - 1996
DAVID M. ABEL	1951 - 1971
SHEPARD BROAD	1947 - 1973
THEODORE R. NELSON	1970 - 1990
JOSEPH J. GARDNER	1951 - 1999



MONUMENTS & HEADSTONES

MAUSOLEUMS

CIVIC & WAR MEMORIALS

STATUES

CEME

888 358 4572

MY FAVORITES

BOOKMARK
THIS PAGE



Tweet

Please call 1-888-358-4572 for more information about this monument. We make each stone one at a time to fit your custom needs. If you like this design but want to personalize it, we will be glad to send you a rendering. We look forward to hearing from you!

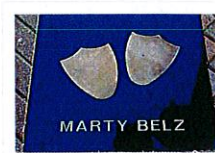
Category: Bronze

Color: Gray, White

Material: Bronze, Granite

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MONUMENTS & HEADSTONES

MAUSOLEUMS

CIVIC & WAR MEMORIALS

STATUES

CEME

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L Fire & Police Memorial

MY FAVORITES

BOOKMARK
THIS PAGE



The Last Alarm Fire Fighters Memorial Monument



Tweet

Please call 1-888-358-4572 for more information about this monument. We make each stone one at a time to fit your custom needs. If you like this design but want to personalize it, we will be glad to send you a rendering. We look forward to hearing from you!

Category: Black Headstones, Bronze, Civic Monument, Contemporary, Etching, Etchings, Granite, Granite Monuments, Military Memorials, Modern, Monument Designs, Scene, Veterans Memorials, Veterans Monument, War Monument

Color: Black, Gray

Material: Bronze, Granite

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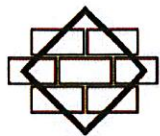
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MENU

DONOR WEBSITES

VETERANS MEMORIAL BRICKS



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CAMPS

CIVIC ORGANIZATIONS

SOCIAL CLUBS &
FRATERNITIES & SORORITIES

HOSPITALS

See More

MEMORIAL BRICKS AND VETERANS MEMORIAL BRICKS

Veterans memorials use **engraved bricks** or **tiles** as a lasting way to remember loved ones that have passed away or have been killed in the line of duty. Polar Engraving has done memorial bricks for churches, families, cemeteries, fire and police departments, and **veteran associations** around the country. We also offer **brick arrays** for creating centerpieces that will enhance and transmit the message behind your brick memorial.

WHY BRICK MEMORIAL FUNDRAISERS?

Engraved **brick memorial fundraisers** can be used to help support our service men and women after they come home. Although there are many government funded programs that help veterans, sometimes the funds provided are still not enough. Fundraisers can help with extra medical costs from injuries associated with serving. Rehabilitation and care for both physical injuries and mental scars like PTSD (Post Traumatic Stress Disorder.) Money raised can help with the training and care of service dogs that can help our veterans both physically and emotionally. These conditions not only affect our service men and women they also have an impact on their families. **Veteran memorial campaigns** can help those who are still serving as well. Your organization can use the brick donations to provide care packages for our soldiers, as well as help support their families at home. **Memorial brick pavers** are a wonderful way to show support and honor those who have served and say thank you for their service

Polar Engraving has worked with many memorials and veterans organizations across the country such as the American Legion, AMVETS, Disabled American Veterans, VFW's and many more on their veterans memorial brick fundraising campaigns.

HOW TO SETUP A SUCCESSFUL BRICK MEMORIAL CAMPAIGN?

We offer many value added services to help you have a **successful memorial campaign** or donor recognition project. Our free marketing tools, such as **donor website**, **brochure order form**, **brick locator** and online order management system were created to help organizations successfully manage

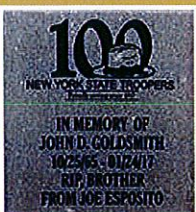
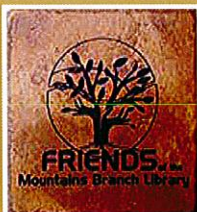
their memorial campaign. You can find all of our marketing tools and tips at **Polar University**. Our friendly and knowledgeable fundraising specialists are always available to answer your questions or assist you, just give us a call at 1-800-546-7993.

SOME OF OUR VETERANS MEMORIAL PROJECTS

Below are a few Memorial and Veterans Organizations we have helped with successful fundraising projects. You can find customer **brick memorial projects near you**.

- ▶ 2nd Battalion 3rd Marines Division-Kaneohe Bay, HI
- ▶ Alabama Veterans Memorial Foundation-Birmingham, AL
- ▶ American Legion Post #95-Brockway, PA
- ▶ American Legion Post #150-Sterling, VA
- ▶ Custer Veterans Memorial-Custer, SD
- ▶ Oneida Castle Veteran Memorial-Oneida Castle, NY
- ▶ VFW Post 6187-Fort Fairfield, ME
- ▶ NAS Lemoore Aviator Memorial Association-Lemoore, CA
- ▶ Wyoming Army National Guard-Afton, WY

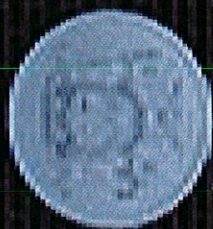


 BRICK ENGRAVING Engraved Bricks for Fundraisers, Memorials, Donor recognition. Read more	 TILE ENGRAVING Engraved Tiles for Fundraisers, Memorials, Donor recognition. Read more	 POLAR UNIVERSITY Successful Brick Fundraising Guide and Marketing Tools. Read more	 PRICING Transparent pricing for all our Products. Read more
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ABOUT US	FUNDRAISING	SERVICES	PRICING	PRODUCTS
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Customer Projects	Tile Fundraiser	Polar University	Warranty	Engraved Tiles
Projects Near You	Polar University	Truly Free Shipping		Engraved Arrays
Testimonials	Animal Shelters	Fundraising Brochure Design		Font Selection
Press Releases	Civic Organizations	Font Selection		Clip Art Library
Brick Fundraising FAQ	School & PTO Fundraisers	Brick Creator		
Blog	Religious Organizations			
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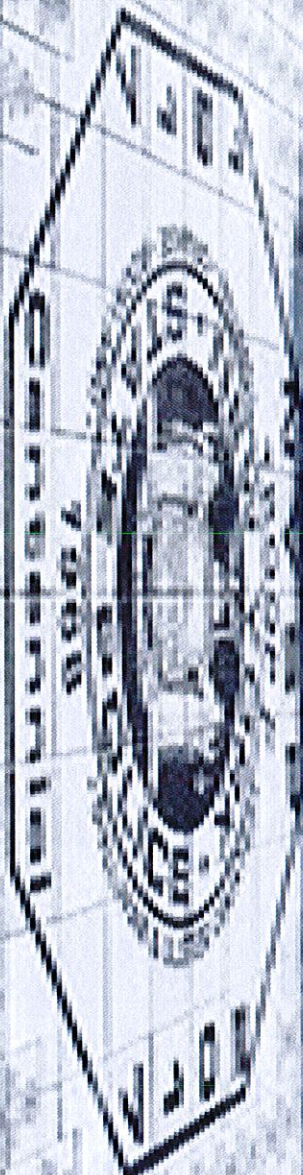
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AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 22.

ITEM: Consideration and Approval of a contract award to Custom Tree Care, Inc. for disaster debris management services. The services would only be used if needed in the event that the Governor declares a State of Emergency. Enclosed find a memorandum from Assistant Manager J.C. Jimenez and supporting documents.

DESCRIPTION:

The Federal Emergency Management Agency (FEMA) requires that all municipalities enter into disaster debris management contracts in order to be eligible for financial assistance after a declared disaster.

To obtain pricing for this service, the Town conducted a public solicitation, RFP# BHI-180: Disaster Debris Management Services.

The recommended contractor, Custom Tree Care, Inc. (CTC), has been determined to be the lowest responsible bidder.

It should be noted that this contract will only be used by the Town when the Governor declares a State of Emergency. Attached are the recommendation memorandum, the bid tabulation sheet, and the Federal Awardee Performance and Integrity Information System Report for CTC.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

No funds will be expended under this contract unless a State of Emergency is declared by the Governor.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Recommendation Memorandum	Recommendation Memorandum.pdf
2.	Bid Tabulation Sheet	BHI-180 Bid Tabulation Sheet.pdf
3.	FAPIIS Report	FAPIIS Report for CTC.pdf



MEMORANDUM

DATE: May 25, 2017

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

TO: The Honorable Mayor and
Members of the Town Council

VIA: Ronald J. Wasson, Town Manager 

FROM: J.C. Jimenez, Assistant Town Manager 

RE: Recommendation for Contract Award to Custom Tree Care, Inc.
- Disaster Debris Management Services Contract

Staff Recommendation:

Staff recommends awarding the contract to Custom Tree Care, Inc. for Disaster Debris Management Services.

Background:

In order to be eligible for the reimbursement of debris clearance, removal and disposal costs caused by a declared disaster, the Federal Emergency Management Agency (FEMA) requires that all municipalities enter into disaster debris management contracts. Prior to this proposed contract, the Town relied on the contracts with Brickman/Brightview and Waste Management for disaster debris clearing and removal, however those contracts have either expired or will be expiring soon.

In March 2017, the Town publicly advertised Request for Proposals (RFP)-180. The RFP was advertised in the Daily Business Review, the Town's Website and on Onvia, a public procurement website. As of the bid deadline, proposals were received from three (3) contractors:

- Ceres Environmental
- Custom Tree Care, Inc.
- Gaston Tree Services, Inc.

Based on the prices submitted, Custom Tree Care, Inc. (CTC) has been determined to be the lowest responsive/responsible bidder. CTC has been in business for over 18 years and in 2005, they founded their Disaster Response Division. Over the past 12 years, CTC has assisted in the recovery efforts throughout the country for several natural disasters including: hurricanes, flooding, tornadoes, and snow storms. CTC currently has 4 debris removal contracts in Florida that include: City of West Park, City of St. Cloud, Broward County Public Schools, Palm Beach County Schools and South Broward Drainage District

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

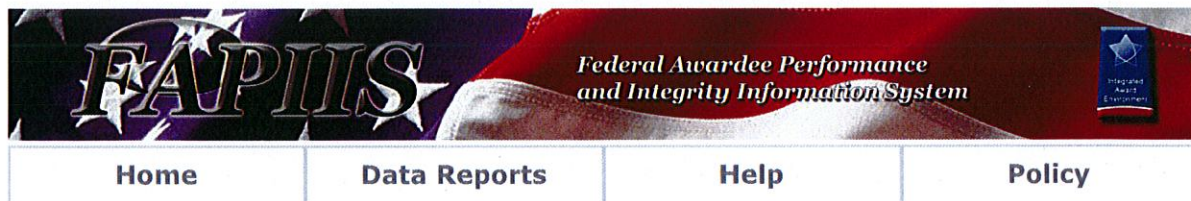
As part of the contract, the Town requires that crews arrive on site within 24 hours of the notice to proceed.

Term:

This contract is for an initial term of three (3) years with two additional 1-year extensions at the discretion of the Town. No funds will be expended until a disaster has been officially declared.

Town of Bay Harbor Islands
BHI-180: Disaster Debris Management Services
Bid Tabulation Sheet

	<i>Ceres Environmental</i>	<i>Custom Tree Care</i>	<i>Gaston Tree Services</i>
<i>Loading and Hauling Debris to a TDS</i>	<i>\$10.18/cubic yard</i>	<i>\$6.58/cubic yard</i>	<i>\$7.75/cubic yard</i>
<i>Reduction by Grinding at the TDS</i>	<i>\$3.98/cubic yard</i>	<i>\$2.40/cubic yard</i>	<i>\$2.65/cubic yard</i>
<i>Reduction by Incineration at the TDS</i>	<i>\$2.33/cubic yard</i>	<i>\$2.25/cubic yard</i>	<i>\$2.25/cubic yard</i>
<i>24"-48" Diameter Stump removal</i>	<i>\$300 each</i>	<i>\$200 each</i>	<i>\$250 each</i>
<i>Larger than 48" Diameter Stump removal</i>	<i>\$350 each</i>	<i>\$300 each</i>	<i>\$450 each</i>
<i>Sweeping Curb and Gutter</i>	<i>\$110/hour</i>	<i>\$95/hour</i>	<i>\$90/hour</i>
<i>Vacuum Inlets</i>	<i>\$205/hour</i>	<i>\$200/hour</i>	<i>\$300/hour</i>
<i>Removal of Hanging Limbs (Greater than 2" at break)</i>	<i>\$92/each</i>	<i>\$58/each</i>	<i>\$75/each</i>
<i>Leaning Trees (Greater than 6" @ 4.5' above the ground)</i>	<i>\$182/each</i>	<i>\$195/each</i>	<i>\$90 each</i>
<i>Loading and Hauling C&D debris</i>	<i>\$11.20/cubic yard</i>	<i>\$7.58/cubic yard</i>	<i>\$8.75/cubic yard</i>
<i>White Goods and hazardous household waste disposal</i>	<i>\$54.08 each</i>	<i>\$35 each</i>	<i>\$65 each</i>
<i>Freon recovery</i>	<i>\$39.78/unit</i>	<i>\$45/unit</i>	<i>\$45/unit</i>
<i>Loading and hauling reductions to a final disposition site</i>	<i>\$5.34/cubic yard</i>	<i>\$3.50/cubic yard</i>	<i>\$4.90/unit</i>
<i>Disposal/Tipping Fees (set by Miami Dade County)</i>	<i>\$88.00/ton (as of 5/1/2017)</i>	<i>Left blank</i>	<i>Left blank</i>



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Search Results

Entity: CUSTOM TREE CARE, INC.

[View Corporate Relationships](#)

DUNS: 141755772

CAGE:

Date FAPIS search conducted: 05/26/2017 09:39:14

FAPIS Data	Records	Count
Administrative Agreement	No	0
Defective Pricing	No	0
DoD Determination of Contractor Fault	No	0
Information on Trafficking in Persons	No	0
Non-Responsibility Determination	No	0
Recipient Not-Qualified Determination	No	0
Subcontractor Payment Issues	No	0
Termination for Cause	No	0
Termination for Default	No	0
Termination for Material Failure to Comply	No	0

Proceedings Information as Entered by the Entity in SAM.gov

- Question: Does your business or organization (represented by the DUNS number on this specific Entity Management section of SAM record) have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?
 ***Contractor Response: Based on the responses provided while registering in the System for Award Management (SAM.gov), this entity has no criminal, civil, or administrative proceedings to report in accordance with FAR 52.20-7, FAR 52.209-8, or 2 C.F.R. 200 Appendix XII.

SAM Exclusion Data

*** No matching Performance Information section of SAM records were found based on the search criteria information we have. You may want to search the Performance Information section of SAM directly at <https://www.sam.gov> and use the 'Advanced Search' option to locate the entity of interest.



FAPIS
*Federal Awardee Performance
and Integrity Information System*

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AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 23.

ITEM: Consideration and Approval of award of contract to General Asphalt for the resurfacing of roadways in the West Island, south of 96th Street in the amount of \$119,905.00. Enclosed find a copy of the proposal.

DESCRIPTION:

For the purposes of road and drainage maintenance, the Department of Public Works divided the Town of Bay Harbor Islands into seven (7) zones. In addition to road surface areas and drainage length quantities, the boundaries of each zone were determined by the logistics of performing the requisite work. A map illustrating the boundaries of the seven zones is attached.

As shown on the map, Zone 1 consists of work on the West Island South of 96th Street. Valley gutter repairs is generally a prerequisite for asphalt resurfacing work, and these repairs were completed earlier this fiscal year in this Zone (council approval January 9, 2017, in the amount of \$17,110.00 in favor of Stone Concept Inc.- Contract # BHI 173). If performed later, valley gutter repairs would damage the new asphalt surfacing.

The Zone 1 repairs was publicly advertised on April 10, 2017 in the Daily Business Review, and was also displayed on the Town's website. A pre-bid meeting was held on May 3rd 2017 and was attended by two Contractors. Attendance at this meeting was NOT mandatory. Bids were due on May 10th 2017 at 2:00 P.M. and three bids were received. The amounts of the bids received are illustrated in the Bid Closing document, attached.

The low bid of \$99,905.00 was received from General Asphalt; the next low bid was received from Weekly Asphalt (\$129,475.00) and the highest bid was received from Stone Concept Inc. (\$154,110.00).

The amount budgeted in fiscal 2016-2017 budget for this work was \$140,000.00.

The highest bid (\$154,110.00) was rejected; in addition to being the highest price, Stone Concept Inc. is not an established asphalt contractor and was previously hired by the Town to perform valley gutter repairs in Zone 1 (BHI 173). Weekly Asphalt is a reputable asphalt company whose primary business is Asphalt and their price was \$129,475.00. General Asphalt who submitted the lowest bid (\$99,905.00) is also an extremely reputable firm whose forte is asphalt. The bid from Weekly Asphalt was therefore also rejected.

General Asphalt previously installed asphalt surfacing on roadways in Bay Harbor Islands during Community Enhancements Phase 3 (BHI 156). Their performance during that project was exceptional. Moreover, during that project they fostered an excellent working relationship with the Town.

Therefore based on their lowest responsive bid and their past performance, I recommend that General Asphalt be awarded the contract for Zone 1 Asphalt repairs.

The bid items consisted, *inter alia*, of base course removal and replacement with compacted

limerock where road sub structure failure was evident. Since actual quantities may exceed the contract amount, it is suggested that additional contingency funds of \$20,000.00 be approved in favor of General Asphalt, in the event that additional repairs are required.

The total amount of \$119, 905.00 that is requested is within the budgeted amount of \$140,000.00.

Approve staff's recommendation to award a contract to General Asphalt in the amount of \$99,905.00, to resurface the roadways in the West Island South of 96th Street also referred to as Zone 1.

Approve an additional amount of \$20,000.00 to cover latent road structural defects.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

\$140,000 was budgeted for the 2016-17 Fiscal year. Staff seeks approval in the amount \$119,905, which is under the budgeted amount.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Bid Closing	BHI-181 Bid Result.pdf
2.	BHI Maintenance Zones	BHI Maintenance Zones.pdf
3.	General Asphalt Proposal	General Asphalt Proposal.pdf

Town of Bay Harbor Islands

BID CLOSING

MAY 10, 2017 @ 2:00 PM

BHI-181 RE-SURFACING ROADWAYS IN THE EAST SOUTH SIDE

96TH Street

1.		Bid Amount \$
Company Name Contractor Name Address/ Phone #	STONE CONCEPT MIAMI INC.	\$154,110.00
	1239 ROBIN AVE	
	MIAMI SPRINGS, FL 33166	
	786-337-3425	
2.		
Company Name Contractor Name Address/ Phone #	GENERAL ASPHALT	\$99,905.00
	4850 NW 72 ND AVE	
	MIAMI, FL 33166	
	305-592-3480	
3.		
Company Name Contractor Name Address/ Phone #	WEEKLY ASPHALT PAVING	\$129,475.00
	20701 STIRLING ROAD	
	PEMBROKE PINES, FL 33332	
	954-680-8005	

22
22

1944



**PROPOSAL
To
Town of Bay Harbor Islands**

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Gentlemen:

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Special Conditions, Detailed Specifications, and Form of Contract and Bond, and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the proposed work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work generally described as follows:

The work includes all labor, materials, accessories, equipment and tools necessary to Re-surface the roadways in the East Island by adding $\frac{3}{4}$ inch thick asphalt to the existing surface. In order to retain existing roadside drop curbs (valley gutters) and other drainage structures, a milled asphalt key approximately 12" wide shall be created along the outside edges of the travel lanes to receive the new overlay and at the same time maintain the existing roadside elevations.

The work shall also consist of temporary and permanent roadway striping and raised pavement markers for traffic control and Fire Hydrant locations that are consistent with the FDOT.

Work shall include, traffic control and all other related work required for a successful Project.

It is proposed that the project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Proposal, all in accordance with the requirements and provisions of the Contract Documents. The Town at its sole discretion shall award this contract based on the Total Bid Amount.

REVISED BID FORM

<u>Bid Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Value</u>
1	Mill asphalt keyway 24" wide 3/4 inch deep	7,700	LF	\$.80	\$ 6,160. ⁰⁰
2	Base course Repairs (Limerock)	1,500	SF	\$ 4.50	\$ 6,750. ⁰⁰
3	Base course Repairs (flowable fill)	600	SF	\$ 10. ⁰⁰	\$ 6,000. ⁰⁰
4	Install 3/4 inch asphalt overlay	10,300	SYD	\$ 4.65	\$ 47,895. ⁰⁰
5	Adjust water Valve boxes (Using Rings)	12	EA	\$ 225. ⁰⁰	\$ 2,700. ⁰⁰
6	Adjust Sewer Manholes (Using Rings)	13	EA	\$ 300. ⁰⁰	\$ 3,900. ⁰⁰
7	4"-6" Double Yellow Striping	3,500	LF	\$ 2. ⁰⁰	\$ 7,000. ⁰⁰
8	4"-6" Solid white line (cross hatched)	1,200	SYD LF	\$ 1. ⁰⁰	\$ 1,200. ⁰⁰
9	Supply and Install RPM	1,000	EA	\$ 4.25	\$ 4,250. ⁰⁰
10	Maintenance of Traffic	1	LS	\$ 3,500. ⁰⁰	\$ 3,500. ⁰⁰
11	Contingency	1	LS	\$10,000.00	\$10,000.00
12	Seal cracks	2,000	LF	\$	\$
13	Stop bars (24" wide)	10	EA	\$ 55. ⁰⁰	\$ 550. ⁰⁰

TOTAL \$ 99,905.⁰⁰

TOTAL BID AMOUNT \$ 99,905.⁰⁰

TOTAL BID AMOUNT (IN

WORDS) Ninety Nine Thousand Nine Hundred Five Dollars

QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are qualified in the selected installation methodology will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

1)	NAME OF PROJECT	<u>Please See Attached</u>
	YEAR OF PROJECT	
	OWNER OF PROJECT	
	OWNER TELEPHONE NO	
	LOCATION OF PROJECT	
	DESIGNING ENGINEER	
	ADDRESS	
	SCOPE OF WORK	
	APPROXIMATE VALUE	\$
2)	NAME OF PROJECT	
	YEAR OF PROJECT	
	OWNER OF PROJECT	
	OWNER TELEPHONE NO	
	LOCATION OF PROJECT	
	DESIGNING ENGINEER	
	ADDRESS	
	SCOPE OF WORK	
	APPROXIMATE VALUE	\$
3)	NAME OF PROJECT	
	YEAR OF PROJECT	
	OWNER OF PROJECT	
	OWNER TELEPHONE NO	
	LOCATION OF PROJECT	
	DESIGNING ENGINEER	
	ADDRESS	
	SCOPE OF WORK	
	APPROXIMATE VALUE	\$

V OF WORK PERFORMED	YEAR COMPLE TED	WHERE LOCATED CITY-COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER	PROJECT ADMINISTRATOR	PHONE
\$4,123,500.00	2012	TOWN OF BAY HARBOR COMMUNITY ENHANCEMENTS	GENERAL ASPHALT TOWN OF BAY HARBOR	Randy L. Daniel, P.E. (rdaniel@bayharborislands.net)	305-861-1799
\$3,289,176.00	2012	US 441 @ SAMPLE ROAD T4279 BROWARD CO FL	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Osvardo Ossie Larrazabal, P.E. (osvardo.larrazabal@carmanair-	786-255-2869
\$2,504,548.00	2012	SW 72 ST SUNSET DR T6238 MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Farhang Esmailzadeh (farhang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$2,301,632.00	2012	SAMPLE ROAD T4275 BROWARD CO FL	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Osvardo Ossie Larrazabal, P.E. (osvardo.larrazabal@carmanair-	786-255-2869
\$3,005,687.00	2012	SHARK KEY T6227 MONROE COUNTY FL	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, E.I. (jacki.hart@rsandh.com)	954-775-6949
\$1,838,053.00	2012	ATLANTIC BLVD T 4289 BROWARD CO FL	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Felix Garcia (felix.garcia@dot.state.fl.us)	954-914-0293
\$852,390.00	2012	SR 916 E6G52 MIAMI-DADE COUNTY FL	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (rodriguez@pinnaclecei.com)	305-345-0696
\$570,646.00	2012	I-75 MM S2 T1454 COLLIER COUNTY FL	CONALVIAS - USA FLORIDA DEPT OF TRANS	FDOT District I	863-519-2300
\$17,972,073.00	2013	US ARMY CORP OF ENGINEERS SR 90 TAMiami TR	GENERAL ASPHALT KIEWIT SOUTHERN CORP	Jeremy Regan (jeremy.regan@kiewit.com)	404-971-0264
\$4,514,482.00	2013	HOMESTEAD AFRB MIAMI-DADE COUNTY	GENERAL ASPHALT CCI SOLUTIONS	Marvin	954-445-9162
\$4,280,180.00	2013	FLL AIRPORT TWY-C BROWARD CO FL	GENERAL ASPHALT MARKS BROS CORP	Marty Marks	305-805-6900
\$2,809,093.00	2013	NORTH PERRY AIRPORT BROWARD CO FL	GENERAL ASPHALT BROWARD AVIATION	Nina	954-359-6975
\$498,948.45	2013	FDOT E6G59 NW 138TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (rodriguez@pinnaclecei.com)	305-345-0696
\$503,571.16	2013	FDOT E6G85 SW 87TH AVENUE & SW 40TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (rodriguez@pinnaclecei.com)	305-345-0696
\$2,355,748.00	2013	FDOT T6262 SR 112 ARTHUR GODFREY RD MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (rodriguez@pinnaclecei.com)	305-345-0696
\$1,530,467.00	2013	FDOT T6258 COLLINS & LINCOLN ROAD MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (rodriguez@pinnaclecei.com)	305-345-0696
\$979,394.92	2013	MIRAMAR PARKWAY MILLING & RESURFACING	CITY OF MIRAMAR - PUBLIC WORKS	Antoine Rabbat (arabbat@ci.miramar.fl.us)	954-602-3302
\$904,421.88	2013	FDOT T6284 SW 107TH AVENUE	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Farhang Esmailzadeh (farhang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$636,243.42	2013	CITY OF AVENTURA (COUNTRY CLUB DRIVE INSIDE HALF)	CITY OF AVENTURA - CAPITAL PROJECTS	Antonio F. Tomei (tomei@cityofaventura.com)	305-466-8923
\$515,109.00	2013	FDOT T4349 PINES BOULEVARD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Carlos Gonzalez (sgonzalez@corradino.com)	954-964-8460
\$590,626.31	2013	FDOT T6265 QUAIL ROOST	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Farhang Esmailzadeh (farhang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$1,695,734.00	2013	FDOT T6264 US 1 @ KENDALL DRIVE MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Farhang Esmailzadeh (farhang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$3,453,261.00	2013	FDOT T6256 US 1 @ SW 136 ST MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Steve McCue, P.E. (smcuae@nmdceng.net)	305-592-6001
\$1,895,355.00	2014	HEFT TURNPIKE MIAMI-DADE COUNTY	GENERAL ASPHALT HALLEY ENGINEERING	Daniel Halley (dhalley@halleyeng.com)	305-796-2268
\$3,014,179.39	2014	FDOT T6305 SUNSET DRIVE	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (rodriguez@pinnaclecei.com)	305-345-0696
\$2,153,103.00	2014	FDOT E6H37 SR-5 @ MM 27 MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, E.I. (jacki.hart@rsandh.com)	954-775-6949
\$2,529,065.00	2014	FDOT T6311 SR 5 @ MM 11-16 MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, E.I. (jacki.hart@rsandh.com)	954-775-6949
\$10,854,372.88	2014	FDOT T6198 SR 5 @ KEY LARGO	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, E.I. (jacki.hart@rsandh.com)	954-775-6949
\$2,776,035.00	2014	FDOT T6310 SW 57 AVE MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Edward "Doug" Schumann, E.I. (doug.schumann@dot.state.fl.us)	305-962-4928
\$1,417,472.25	2014	CITY OF LAUDERHILL INVERRARY BOULEVARD M & R	CITY OF LAUDERHILL DEES	Juan Martin Cala, P.E. (jmcala@lauderhill-fl.gov)	954-730-2960
\$565,945.00	2014	CITY OF AVENTURA (COUNTRY CLUB DRIVE OUTSIDE HALF)	CITY OF AVENTURA - CAPITAL PROJECTS	Antonio F. Tomei (tomei@cityofaventura.com)	305-466-8923
\$3,556,167.00	2014	FDOT E4P67 DAVIE BLVD BROWARD COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Timothy Butler (timothy.butler@dot.state.fl.us)	954-868-7232
\$3,261,976.00	2014	FDOT E6I41 EUREKA DRIVE MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Farhang Esmailzadeh (farhang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$2,649,160.00	2014	FDOT T6283 NW 36 ST MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (rodriguez@pinnaclecei.com)	305-345-0696
\$1,109,462.69	2014	FDOT T4391 COMMERCIAL BOULEVARD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Donald VanWhervin, P.E. (donald.vanwhervin@dot.state.fl.us)	954-958-7654
\$4,513,161.50	2015	SR 112 OPEN ROAD TOLLING	GENERAL ASPHALT HALLEY ENGINEERING	Daniel Halley (dhalley@halleyeng.com)	305-796-2268
\$3,971,067.10	2015	FLL AIRPORT 100 AVI BLVD BROWARD CO FL	GENERAL ASPHALT TUTOR PERINI	Damon Petrillo (dpetrillo@perini.com)	914-490-3215
\$556,561.73	2015	FDOT E6I50 NW 135TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Anthony Sabbag (anthony.sabbag@hdrinc.com)	786-542-0284
\$7,181,031.75	2015	FDOT T6314 KNIGHTS KEY MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, E.I. (jacki.hart@rsandh.com)	954-775-6949
\$3,404,113.44	2015	FDOT E6I46 FIESTA KEY MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, E.I. (jacki.hart@rsandh.com)	954-775-6949
\$7,814,510.62	2015	FDOT T6207 US 1 MM 91 TO MM 97 MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, E.I. (jacki.hart@rsandh.com)	954-775-6949

\$1,717,455.98	2015	FDOT T6330 SR 826 & I-95 TURNPIKE CONNECTORS	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jonathan Fundora, E.I. (jonathan.fundora@dot.state.fl.us)	305-640-7417
\$7,303,699.31	2015	FDOT E6H34 US 1 MM 81 TO MM 84 MONORE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, E.I. (jacki.hart@rsandh.com)	954-775-6949
\$1,636,256.57	2015	FDOT E6187 NE 6TH AVENUE	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Colin W. Johnson (colin.johnson@dot.state.fl.us)	305-640-7108
\$1,424,598.88	2015	FDOT T6370 NE 125TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (rodriguez@pinnaclececi.com)	305-345-0696
\$1,177,973.56	2015	FDOT E6133 TRUMAN AVENUE (KEY WEST)	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, E.I. (jacki.hart@rsandh.com)	954-775-6949
\$7,041,348.64	2015	FDOT T6362 NW 27TH AVENUE & NW 79TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Bernon Ariola (bartola@metriceng.com)	786-367-4674
\$2,004,376.47	2016	MDCPWWM CRANDON BOULEVARD	MIAMI DADE PUBLIC WORKS	Joaquin A. Rabassa, P.E. (jra@miamidade.gov)	305-375-4338
\$2,962,819.56	2016	FDOT T6341 BISCAYNE BOULEVARD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Melissa De Zayas (melissa.dezayas@dot.state.fl.us)	305-962-3527
\$425,597.00	2016	CITY OF AVENTURA NE 207TH STREET MILLING & RESURFACING	CITY OF AVENTURA - CAPITAL PROJECTS	Antonio F. Tomei (tomei@cityofaventura.com)	305-466-8923
\$113,940.82	2016	FDOT E8P72 TURNPIKE POMPANO OPERATIONS CENTER PARK LOT	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jaime Gomez (jaime.gomez@dot.state.fl.us)	954-934-1131
\$213,917.00	2016	FDOT T1A15 I-75 TOLL BOOTH	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Karl Pyles (karl.pyles@kinardstone.com)	239-234-5044

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work: N/A

- | | | |
|----|-----------------------|--|
| 1) | NAME OF SUBCONTRACTOR | <u>Ballarena Construction / Earthwork</u> |
| 2) | NAME OF SUBCONTRACTOR | <u>J.M. Parking Lot Maint. / Pavement Markings</u> |
| 3) | NAME OF SUBCONTRACTOR | _____ |

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 30 working days and all work within not more than 40 working days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee consisting of five percent (5%) of Base Bid Amount.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) working days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

5/10/17
SUBMITTED

General Asphalt Co., Inc.
FIRM NAME

4850 NW 72nd Ave Miami FL 33166
BUSINESS ADDRESS

(305) 592-3480
BUSINESS TELEPHONE

X
SIGNATURE OF RESPONSIBLE OFFICIAL

President
TITLE

Florida
STATE OF INCORPORATION

FULL NAMES & ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Addenda No(s) 1 received and attached hereto.

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 24.

ITEM: Discussion requested by Council Member Reid regarding dedicating memorial bench plaques to those Council Members who have died in office at one of the town's park.

DESCRIPTION:

Staff has done some preliminary research on the cost and it's minimal (see attachment). Many of the Town's parks have benches and staff can very easily add a plaque.

At the February 13th, 2017, Town Council Meeting, the Council discussed the possible locations, plaques, park benches, and establishing a policy for recognizing Council Members who have died in office. However, Council Member Reid specifically requested a bench plaque at the 92nd Street Park in honor of Council Member Doris Marano, who passed away last year.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Park Bench Plaques	Park Bench Plaques - Standard Sizes.pdf
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Our Products

[Memorial Plaques](#)
[Dedication Plaques](#)
[Design Your Own Plaque](#)
[Garden Plaques](#)
[Park Bench Plaques](#)
[Standard Sizes](#)
[Economy Sizes](#)
[Braille Restroom Signs](#)
[Your Name Plaque](#)
[Boy Scout Plaque](#)
[Birth/Baby Plaques](#)
[Cancer Survivor Plaques](#)
[Religious Occasion Plaques](#)
[Personal Memorial Plaque](#)
[Wedding & Anniversary](#)

Park Bench Plaques - Standard Sizes

Park Bench Plaques - Standard Sizes - 1/8" (.125") Thick

[Click Image for larger higher resolution image.](#)

View the embedded image gallery online at:

<https://amemorialplaque.com/park-bench-plaques-regular-sizes.htm#sigProla36f1c319b>

Park Bench Memorial - park bench plaques are suitable for outdoor placement and have a look of elegance and quality that our competitor cannot match. Our park bench plaques are deep etched zinc metal plaques with a double coating of clear urethane for added protection.

Buy Direct, Our Plaques are custom made in the U.S., includes free art and free shipping. A Memorial Plaques offer the highest quality and pricing, includes Free Art and Free Shipping - Fast easy ordering, you do not have to wait for a quote.



Our park bench plaques are custom made for you and feature's complete customization. If your copy fits the size that you have ordered, there is no limit to the amount of words or lines.

Park Bench Plaques are available in brushed silver and black or brushed gold black with raised or recessed copy.

• [See What our Customers have to say about their plaques.](#)

• Park Bench Plaques do not corrode, rust or tarnish, and are suitable for outdoors with a very long life.

• Screws are not provided, as we do not know what type of material you be mounting the plaque and what type of screw you will need.

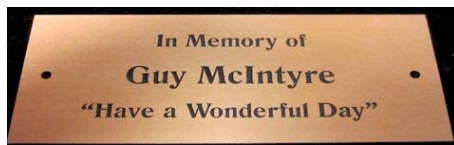
Order securely online - we use Paypal - we do not collect any financial information.

Please allow 3-4 weeks for delivery as each plaque is custom made. - FREE SHIPPING!

NOTE: WE ONLY SELL TO LOWER 48 U.S.!

Raised or recessed copy, select border styles (see below) - all pricing includes free shipping.

Recessed Copy



Raised Copy



Item Name:

Park Bench Plaque

Size:

2" x 5"

Price:

\$69.95

Description:

Deep etched zinc plaque

2" x 10"

\$79.95

1/8" (.125") thick with

3" x 10"

\$99.95

holes for mounting -

4" x 6"

\$89.95

4" x 8"

\$99.95

Sizes:

2" x 5" (2 holes)

2" x 10" (4 holes)

3" x 10" (4 holes)

4" x 6" (4 holes)

4" x 8" (4 holes)

[Use Form Below to](#)

[Order Your Plaque!](#)

Item Name: Standard Park Bench Plaque

Park Bench Plaques - Standard Sizes

Description: Etched Zinc plaque 1/8" (.125) thick, with 4 corner holes for mounting. Available in Black and Brushed Silver, Black and Brushed Gold.

There are no limits on the amount of copy that you can have on your plaque, if your copy is more than the space on the order form, us your copy request via email - please click below to send an email for this purpose.

Important Note: Please put exactly what you want your plaque to read in the copy blocks. Do Not Assume that copy will be automat inserted like "In Memory of".

You will receive an art proof for approval before production. Make sure that you look for an email.

Are you having trouble filling out our order form? If so, [click here to watch our You Tube Video how to order a memorial plaque.](#)

EMAIL

Use Form Below to Order Your Park Bench Plaque

Sizes

PB25 - 2 x 5 \$69.95 USD ▼

color

Black and Silver ▼

copy

raised copy ▼

Name on Plaque

Additional Plaque Copy

Add to Cart

Find Us on
Social Media



Order securely online - we use Paypal - we do not collect any financial information.

Please allow 3-4 weeks for delivery as each plaque is custom made. - FREE SHIPPING!

NOTE: WE ONLY SELL TO LOWER 48 U.S.!

Copyright 2009 - 2020, A Memorial Plaque is a division of ID3, Inc.

SITEMAP

web design by: www.advergroup.com

Share our
Website on
Social Medi



AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 25.

ITEM: Discussion requested by Council Member Reid regarding a possible Charter amendment for the Election of the Town Mayor. Enclosed find a copy of Section 2.02 of the Charter.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	Section 2.02	Section 2.02 Mayor.pdf
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Section 2.02. - Mayor; Vice-Mayor.

- (a) Election. The Council shall elect a Council Member to serve as Mayor and another to serve as Vice-Mayor at the first Council meeting following each election.
- (b) Mayor. The Mayor shall have the following powers and duties:
 - (1) Preside over meetings of the Council.
 - (2) Be recognized as the head of the Town government for all ceremonial purposes and for the purposes of administering martial law as directed by the Governor.
- (c) Vice-Mayor. In the absence or disability of the Mayor, the Vice Mayor shall assume all the powers, authority, duties and responsibilities of the Mayor. Where the office of the Mayor has been vacated, the Vice-Mayor shall succeed the Mayor and assume his/her powers and duties for the remainder of the Mayor's unexpired mayoral term.

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 26.

ITEM: Discussion requested by Council Member Salver and Council Member Fuller to implement a resident decal identification system to identify residents on the East and West Islands.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 27.

ITEM: Discussion requested by Council Member Salver regarding the current parking plan for constructions sites in the Town. Enclosed please find a copy of Section 5-5 of the Town Code.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Isaac Salver, Council Member

ATTACHMENTS

1.	Section 5-5	Section 5-5.pdf
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Sec. 5-5. - Construction site operations.

It is the purpose of this section to promote the public health, safety, and general welfare and to minimize public and private losses arising as a result of unauthorized access to construction sites, or from loose and unsecured materials at construction sites during emergency weather conditions, to minimize exposure and prohibit activities which may pose a danger to persons located off the construction site, from debris, materials or activities carried on at the construction site by enacting the following regulations.

- (a) *Definitions:* The following words or phrases when used in this section shall have the meanings ascribed to them herein:
 - (1) *Construction site* or *site* includes all sites where new construction, renovations, or additions take place, other than just interior work which is not visible to the exterior of the premises.
 - (2) *Secure*, in reference to items, includes fastening down or removing all hazardous objects, including, but not limited to, such as construction shacks, temporary toilets, roofing tile, building materials, trash, forms, insecure structures, and temporary electric service poles. the term "secure" as applied to site access, includes protecting the construction site, during the hours described herein in paragraph (i), by way of locked fence surrounding the perimeter of the site and/or the provision of a security.
- (b) *Debris control.* All properties with ongoing construction activities shall maintain the premises in a neat and orderly manner. A trash enclosure, dumpster, or other container shall be maintained on-site at all times. Loose debris shall be placed within the enclosure. A cover shall be maintained over such debris containers during periods when no construction activity is taking place and at the end of each construction day.
- (c) *Erosion and runoff 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 runoff 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 runoff.
- (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 ground covers shall be maintained in such a fashion so that the site does not appear overgrown or unkempt. Within 30 days of demolition of an existing structure, the site must be sodded and properly maintained, until

such time as a construction fence is erected and construction activity begins.

- (f) *Temporary construction fence.* A temporary construction fence screening the site shall be erected and maintained in good order at all properties with on-going construction activities. The construction fence shall be erected and completely in place within ten days of the issuance of any building permit for the beginning of construction activities. The temporary fence shall be six-foot 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.
- (g) *Construction staging plan.* The owner, occupant or user of any construction site for a commercial and multifamily project, shall be required to present a plan to the town manager or his/her designee for approval prior to the issuance of a building permit by the building official. The plan will include, but shall not be limited to, the following elements:
 - (1) Parking provisions for construction workers.
 - (2) General traffic and detours including specific routes to and from the construction site.
 - (3) Delivery and location of cranes.
 - (4) Delivery and storage of materials.
 - (5) Use of state-certified flaggers with state-approved equipment and/or off-duty police officers.
 - (6) Construction fencing with visual/dust barrier.
 - (7) Construction signs.
 - (8) Temporary field office-construction trailer approval required by town council in subsection 23-4(7).
 - (9) Use of meter parking spaces.
 - (10) Use of right-of-way.
 - (11) Provisions for pedestrian safety and pedestrian paths.
 - (12) Location of construction dumpsters and temporary bathroom facilities.
 - (13) Rodent control at the site shall be maintained for the duration of construction, until a certificate of occupancy is issued (photographs of traps and documentation of treatment by a certified company is required).
 - (14) Any other issues which may uniquely relate to a particular construction site.

Staging plans shall not be required of single-family projects, however, the owner shall be required to furnish a letter addressing the town's concerns with traffic, parking and location of construction facilities.

The construction staging plan shall be presented to the town in the form of site plans, location maps, critical path diagrams, and explanatory commentary. The building and zoning department will coordinate the review of the construction staging plan with the public works department, town

engineer, police department, building official, town planner 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) Pickup 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 project site.
- (i) *Job site security.* The owner, occupant or user of a construction site shall secure the site from unauthorized access between the hours of 6:00 p.m. and 8:00 a.m. of the next day by the use of a locked fence and/or security, assuming construction activities are occurring during the day. In the event that a hurricane watch is issued by the United States Weather Bureau, the owner, occupant or user of a construction site shall comply with the requirements of section 8-16 of the Miami-Dade County Code, by taking all steps necessary to secure the construction site, including removal or securing of hazardous or loose objects.
- (j) *Parking.* Motor vehicles which are used by construction workers and others involved in the construction of the project at the site for the purpose of commuting to and from the site, shall not be parked off of the site of the project except in the area or location which shall be first approved in writing by the town manager or his/her designee. Parking areas within the 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 streets or rights-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 site which block a public roadway or right-of-way shall require a town right-of-way use permit and approval, with appropriate conditions, as issued by the town manager or his/her designee, 72 hours in advance of any such activities which impact a public right-of-way.

- (l) *Netting.* All structures exceeding 30 feet in height shall provide a dust/debris netting barrier erected in such a way to completely surround the structure. Structures being erected on waterfront lots and exceeding 20 feet in height shall provide a dust/debris netting barrier on the portion of the structure facing the water. The type of netting material shall be identified in the construction staging plan and is subject to town approval.
- (m) *Enforcement.* Failure to abide by the provisions of this section shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant or user of a construction site who fails to correct a violation of this section, after being given notice by the town, shall have a fine imposed in the amount of \$250.00 for the a first violation and \$500.00 for a subsequent or repeat violation. If the violation is corrected within the time prescribed in the notice, then the fine shall be waived unless the violation is irreparable or irreversible in nature.

(Ord. No. 663, § 1, 7-10-00; Ord. No. 782, § 1, 10-10-05, Ord. No. 817, 6-11-07; Ord. No. 977, § 1, 5-11-15)

AGENDA ITEM REPORT

June 12, 2017

ITEM NUMBER: 28.

ITEM: Discussion requested by Council Member Fuller to possibly use the vacant lot located at 95th Street and West Bay Harbor Drive as an amphitheater for the Town's Outdoor Movie Nights.

DESCRIPTION:

The Town is currently using the vacant lot adjacent to 1177 Kane Concourse as the site for the Outdoor Movie Nights.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Joshua Fuller, Council Member

ATTACHMENTS