

TOWN OF BAY HARBOR ISLANDS

August 14, 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: 7:00 PM

PLEDGE OF ALLEGIANCE:

ROLL CALL:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

1. Report on investment performance. Mr. Dan Brea of BNY Mellon will provide a report on the period ended June 30, 2017.
2. Town Attorney's update on legal matters:
 - (a) Fencing of vacant lots
 - (b) Marijuana Regulations

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

PUBLIC COMMENT:

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

COMMITTEE REPORTS:

3. **Consideration** of a request for appointment to fill a vacancy to the Planning & Zoning Board. Enclosed are copies of the residents resumes.

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.)*

4. **Approval** of the following meeting Minutes:
 - a. April 19, 2017 - Organizational Meeting
 - b. April 19, 2017 - Public Hearing
 - c. April 19, 2017 - Regular Council Meeting
 - d. May 8, 2017 - Regular Council Meeting
 - e. June 12, 2017- Regular Council Meeting
5. **Resolution** establishing supplementary rules for the Parks and Recreation Committee. Enclosed is a copy of the resolution for advisory committees that was adopted by the Town Council in 2014. Also enclosed is the proposed resolution for the Parks and Recreation Committee.
6. **Approval** of proposal in the amount not to exceed \$18,600 in favor of Hazen and Sawyer to perform Night Flow Isolation testing for the sewer collection system. Approval should include an appropriation from Sewer Fund Reserves. Enclosed is a copy of the proposal.
7. **Approval** of inland marine insurance policy for the Shepard Broad Causeway Bridge for the year beginning July 15, 2017 to July 14, 2018 in the amount of \$159,639. Enclosed is a copy of Finance Director Alan Short memorandum.
8. **Approval** of a request by Mayor Leonard for an expenditure not to exceed \$1,500 to host a Miami Dade County League of Cities meeting September 7th, 2007 at the Seaview Hotel in conjunction with the Village of Bal Harbour and the Town of Surfside. The expenditure is being shared by all three towns.
9. Request for **approval** by Congress Driftwood, LLC. for a sales center for two projects being built on 10301 E. Bay Harbor Drive and 9781 E. Bay Harbor Drive. The sales center would be located on an existing building, 9919-9927 E. Bay Harbor Drive, which is being renovated to accommodate this temporary use. Enclosed are copies of the request letter, plans for the renovations and staff report from Town Planner Michael Miller.
10. **Approval** of a three (3) year contract between the Town Bay Harbor Islands and the Dade County Police Benevolent Association (PBA) Inc. The current contract is schedule to expire in September of 2017. Enclosed is a copy of Town Manager Wasson memorandum.

STAFF RECOMMENDATION: Approval

POLL VOTE

ORDINANCES ON FIRST READING:

11.

Consideration and Approval of an ordinance on **first** reading requested by Council Member Salver amending Section 5-5 of the Town regarding the current parking plan for construction sites in Town.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS FLORIDA AMENDING SECTION 5-5 OF THE BAY HARBOR ISLANDS TOWN CODE OF ORDINANCES REQUIRING A STAGING PLAN FOR SINGLE FAMILY, MULTI-FAMILY, AND COMMERCIAL PROJECTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

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

12.

Consideration and Approval of Engineering & Architectural Firms for Continuing Services Agreements with (1) Calvin, Giordano and Associates, (2) Kimley Horn and Associates, (3) Chen Moore and Associates, (4) Keith & Schnars and (5) Behar, Font & Partners. All Continuing Services Agreements shall be for a period of three (3) years.

STAFF RECOMMENDATION: Approval

13.

Approval of award of contract BHI 182 to Jennings Engineering and Construction for the sewer manholes and lift stations in the amount of \$42,600. Enclosed is a evaluation report from Town Engineer, Randy Daniel.

STAFF RECOMMENDATION: Approval

POLL VOTE

14.

Approval of a proposal from Calvin, Giordano & Associates for Professional & Engineering services for the Broad Causeway corridor shoulder installation project in the amount of \$167,950. Enclosed is a copy of the proposal.

STAFF RECOMMENDATION: Approval

POLL VOTE

15.

Approval of an award of contract to Artificial Group, LLC to provide commercial "English Garden Hanging Baskets" in the amount of \$18,055.04. Enclosed are copies of the bid results.

STAFF RECOMMENDATION: Approval

16.

Discussion and direction requested by Town Manager Wasson regarding the addition and remodel of the Town Hall Building. Enclosed are renderings, estimated costs and some options for discussion.

STAFF RECOMMENDATION: Council Discretion

DISCUSSION ITEMS:

17. **Discussion** and **possible action** requested by Mayor Leonard of possible locations for a Community Pool. Enclosed a memorandum from Town Manager Wasson and supporting documents.
18. **Discussion** and **direction** with regard to Council Member Fuller's request to design an amphitheater and passive park at the lot located on 95th Street and West Bay Harbor Drive. Enclosed is a cost estimate and renderings on the proposed park location.
19. **Discussion** regarding the location of digital signs requested by Council Member Reid.
20. **Discussion** and **possible action** requested by Council Member Reid regarding the service station lease. The lease agreement term is for 10 years (signed in Aug. 2008) with a 5 year extension option. Enclosed is a letter from the tenant exercising their option to a 5 year extension.
21. **Discussion** requested by Council Member Reid to create a Sustainability & Resiliency Committee. The proposed committee would address task/ objectives from the Environmental Impact & the Disaster Preparedness Committees.

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

August 14, 2017

ITEM NUMBER: 3.

ITEM:

Consideration of a request for appointment to fill a vacancy to the Planning & Zoning Board. Enclosed are copies of the residents resumes.

DESCRIPTION:

On June 19, 2017, Board Member Thomas Telesco resigned from the Planning & Zoning Board that created a new vacancy. Since the resignation, The Town Clerk's Office advertised the vacancy and received a total of seven (7) new inquiries from residents that would like to consider for appointment. The interested residents are as follow:

- * Marc A. Gidney
- * Tom Kapsalis
- * Wesley Kean
- * Patricia Gill
- * Alejandro Sulser Balbuena
- * Edgar Alfredo Rodriguez
- * Roger Santana

Enclosed are copies of the applicants resume and letter of interest.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Planning & Zoning Board - vacancy	PnZ vacancy.pdf
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PLANNING & ZONING BOARD

2017-2019

AUGUST 14, 2017

NEW INTERESTED RESIDENTS:

- Marc Gidney
- Patricia Gill
- Tom Kapsalis
- Wesley Kean
- Edgar Alfredo Rodriguez
- Roger Santana
- Alejandro Sulser Balbuena

Alba Chang

From: Marlene Siegel
Sent: Friday, July 21, 2017 10:12 AM
To: Alba Chang
Subject: FW: Bay Harbor Islands - Planning & Zoning Board Vacancy
Attachments: CV GIDNEY.DOC

Add to agenda.

Marlene M. Siegel
Town Clerk/Director of Code Compliance
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
E-mail: msiegel@bayharborislands-fl.gov
Website: <http://www.bayharborislands-fl.gov>

From: Marc Gidney [<mailto:marc@gidneycpa.com>]
Sent: Thursday, July 20, 2017 4:09 PM
To: Marlene Siegel
Subject: Bay Harbor Islands - Planning & Zoning Board Vacancy

Dear Ms. Siegel,

I hope this note finds you well.

Please allow this letter to serve as my application for the vacancy on the Planning & Zoning Board.

I was born and raised on Miami Beach and have been a CPA there for over 30 years. I have extensive experience with construction, projects, zoning, etc. from both the professional and personal side as a homeowner. I understand the financial aspects and how construction and building can impact a small town like Bay Harbor.

I have been a resident of Bay Harbor for the past two years and I want to give back to the community in which my family resides. I would like to give back in the same way that I have been assisting on Miami Beach as both a chair and member of the Budget Advisory Committee and Audit Committee. I was also recently appointed to the Florida Bar Grievance Committee.

I strongly believe that if you want to help or change a community, you must be involved. I want to be involved and assist Bay Harbor where I now call home. My son in law, Jonathan Macy, is on the Parks and Recreation Committee and tells me all the time that our community is one that I should be involved in. Stephanie Bruder tells me the same.

I welcome the opportunity to discuss my qualifications with you in greater detail.

Sincerely,

Marc
(305) 788 - 8347

MARC A. GIDNEY, C.P.A

Professional History, Industry Experience and Professional Activities

Higher Education – University of Miami - Masters degree in Accounting

Years of Experience: 27 years in practice, 4 years with Big Four and national accounting firms as a staff member, prior to local firm partnership.

Industry Experience:

- Manufacturing
- Retail
- Real Estate
- Entertainment
- Service Provider Professionals including Doctors, Consultants, and Attorneys

Professional Activities:

- Member – Chair – City of Miami Beach – Budget Advisory Committee
- Member - Florida Institute of Certified Public Accountants
- Immediate Past president, Florida Institute of CPA's Gold Coast Chapter
- Member of the Florida Bar Grievance Committee 11C (as a lay member)

Summary

For more than 27 years I have been involved in the many facets of the profession including but not restricted to the overall topics of Taxation, Audit, Business Management consultations, Computer Hardware and Software consultations, Forensic and Fraud accounting, Insurance Business Valuation loss consulting and Property sales by Foreign entities..

Marlene Siegel

From: trish gill <trishgill11@gmail.com>
Sent: Monday, July 24, 2017 8:09 AM
To: Marlene Siegel
Subject: Planning Board Position

I am interested in the Planning and Zoning Board Member position for the town of Bay Harbor. I have been a resident of Bay Harbor for four years and have grown to love our town.

I was an elected official for 8 years while I lived in Massachusetts. I served on two boards - as a Planning Board member and as a member of the Board of Assessors. I am currently a Certified Real Estate Appraiser. I am an active member of our community and serve as a member of the Coast Guard Auxiliary with an special interest in emergency planning.

I look forward to meeting with you to discuss this opportunity.

Patricia Gill
10350 W. Bay Harbor Dr.
Apt 5-S
Bay Harbor, FL 33154

Total Control Panel

[Login](#)

To: msiegel@bayharborislands-fl.gov
From: trishgill11@gmail.com

Message Score: 1
My Spam Blocking Level: High

High (60): **Pass**
Medium (75): **Pass**
Low (90): **Pass**

[Block](#) this sender
[Block](#) gmail.com

This message was delivered because the content filter score did not exceed your filter level.

TOM KAPSALIS
PAT KAPSALIS

Email: tomkapsalis@hotmail.com

Email: patkapsalis@mac.com

45 EAST CEDAR
CHICAGO, ILLINOIS 60611
TEL. #312-397-1373

9751 EAST BAY HARBOR DRIVE (#602)
BAY HARBOR ISLAND, FLORIDA 33154
TEL. # 305-867-8113

Mr. Tom Kapsalis stopped by the office and spoke to me. He indicated that he was interested in volunteering if we needed him. He was a commissioner of aviation in Chicago in the 1980's.

Marlene Siegel
Town Clerk



Marlene Siegel

Town Clerk/Director of Code Compliance

Town of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

E-mail: msiegel@bayharborislands-fl.gov

Website: <http://www.bayharborislands-fl.gov>

July 7th, 2017

Dear Marlene:

I am writing to highlight my interest in serving the vacant seat on the Town of Bay Harbor Islands Planning and Zoning Board. Throughout my career I have learned the importance of community involvement not only as a civic duty, but also as a way to positively influence the work of my practice. In addition to my interest to serve on the board, I am also a contributing champion of the Make a Wish Foundation and Miami Music Project; Two very important charities, dedicated to serving terminally ill and underserved children. As a resident of Bay Harbor, I embrace a civic responsibility to preserve the quality of the urban and architectural character within the community.

I would be honored for the opportunity to serve the vacant seat as a member of the Planning and Zoning board. If selected, I promise to remain sensitive to the architectural character of the city, while maintaining the integrity of the zoning ordinance.

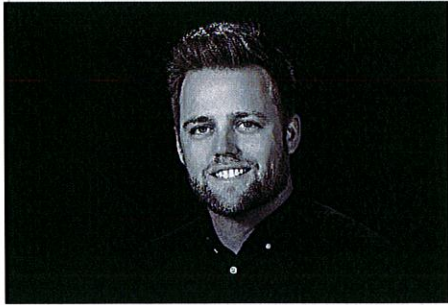
Sincerely,

A handwritten signature in black ink, appearing to read 'Wesley Kean'.

Wesley Kean, AIA

#AR97886

Principal, KoDA



Wesley Kean (*Principal*) founded the award-winning, multi-disciplinary design firm, KoDA in 2015. Before moving to Miami in 2005, Wesley apprenticed under his father, a local builder and carpenter in the Lakes Region of New Hampshire, who remains a key influence in his work today. Wesley is an active member of the American Institute of Architects and a visiting critic at the University of Miami, Florida International University and Miami Dade College. Prior to founding KoDA, Wesley was mentored by renowned architects Terrance Riley and Allan Shulman, as well as landscape architect Raymond Jungles. During this time of mentorship, he collaborated on numerous design projects such as private gardens, retail centers and boutique hotels. Wesley earned a Bachelor of Architecture degree at the University of Miami which included an Urban Design, Architectural Theory and History of Architecture program in Rome, Italy.

Professional Registration:

Registered Architect (Florida) AR97886

Registered Architect (Colorado) AR97886

National Council of Architectural Registration Board (NCARB) 516373

American Institute of Architects (AIA) 38045819

Charity and Community Contribution:

Make A Wish Foundation – Champion

Miami Music Project

Adjunct Professor: University of Miami

Visiting Critic: Florida International University



Kean Office for Design + Architecture, PA (KoDA), Miami Beach FL

Etnia Barcelona

224 NE 2nd Ave, Miami, FL

Completion: December 2016

Construction Cost: \$6,500,000

Scope of Work: The Interior design and space planning for a 4800 SF distribution/retail center for a Barcelona based eyewear brand. Scope of work included space planning, lighting design, life safety design, MEP design and construction management.

Solar Now: Bayfront Circle

Bayfront Park, Miami, FL

Completion Date: TBD

Construction Cost: Withheld upon client request

Scope of Work: The design of a roof-pavilion made of solar panels for the Bayfront Park Amphitheater

APizza Brooklyn

Coral Gables, Florida

Completion: June 2018

Construction Cost: Withheld at clients request

Scope of Work: Architectural space planning, life safety and Interior design of a new restaurant tenant.

Aviation Design Center

Dania Beach Florida 2016

Completion: February 2018

Construction Cost: \$1,200,000

Scope of Work: Architectural and Interior design of a new office building, including procuring city commission and zoning approvals for site plan and a new plat.



Design District Offices

Design District, Miami, FL

Completion: Summer 2017

Construction Cost: Withheld upon client request

Scope of Work: Interior Design/Office Tenant Improvement

Garden House

Bal Harbour, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Ocean Villa

Golden Beach, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Split House

Golden Beach, FL

Completion Date: TBD

Construction Cost: 1,400,000

Scope of Work: Architecture + Interior Design, Landscape design

Tradewinds Residence

Lauderdale By the Sea, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design



Meridian Courtyard

Miami Beach, FL

Completion Date: TBD

Construction Cost: TBD

Scope of Work: Architecture + Interior Design

Peak 4 Residence

Breckenridge, C.O.

Completion Date: Summer, 2018

Construction Cost: 1,200,000

Scope of Work: Architecture + Interior Design

Solar Plaza

Ft. Lauderdale, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design

4218 NE 2nd Ave-Mixed use Retail

Miami Design District, Florida

Date of Completion: 2019

Construction Cost: \$15.600.000

Scope of Work: Sub-contracted by K/R Architects to provide Architectural Project Management and consultant services for a 60,000SF mixed use, office above retail building.

Vida at The Point Townhomes *(with KZ Architecture)*

Aventura, Florida 2018

Date of Completion: 2017

Construction Cost: \$7.500.000



Scope of Work: Project Architect for a new 21,000 SF townhome development. These high-end luxury units have private rear yards and in some cases a rooftop terrace. The project team worked to procure City of Aventura Site Plan Approval for this complex and controversial development.

The Mansions at Acqualina *(with STA Architectural Group)*

Sunny Isles, Florida

Date of Completion: 2015

Construction Cost: \$50,000,000

Scope of Work: Interior Designer/Project Manager for 15,000 SF of common areas within the new high-rise development on Collins Avenue in Sunny Isles. The project team developed the interior design package along with the procurement of design materials for the project.

South Seas Beach House *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$28,000,000

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the existing 9 story 49,635 SF historical oceanfront hotel. The project includes the addition of a new 8 story structure on the West side of the existing hotel to capture the ocean views for a total of 68,950 SF of 118 hotel rooms, increased amenities, an enclosed courtyard and a 2 story pool side cabana.

The Savoy and Arlington Hotels *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$19,000,000

Scope of Work: Lead Designer/Project Manager of the complete restoration and renovation of two historic structures and the addition of four new building components with over 81,000 SF of new residential and commercial space. The overall complex will constitute a 145,000 SF boutique hotel with 134 units.

Collins Plaza Hotel *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$1,500,000

Scope of Work: Project Manager for the complete restoration of a historic lobby retrofitted to contain a new bar and lounge. The project team worked with the owner to procure City of Miami Beach design approval while serving as design & historic preservation consultant.



The Avalon Hotel (with Shulman + Associates)

Miami Beach, Florida 2011

Construction Cost: TBD

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the 23,313 SF historic Ocean Drive hotel. The project includes the transformation of 3 ground floor hotel rooms into an upgraded kitchen and an increase in amenities which include a new lobby, a new green screen trellis over an existing side yard and new window systems.

The Lincoln Theatre (H&M) (with Shulman + Associates)

Miami Beach, Florida 2010

Construction Cost: \$15,600,000

Scope of Work: Project Manager for the renovation, interior remodeling and expansion of a historic building into a retail space. The project team worked with owner to procure City of Miami Beach design approval and later served as Design Consultant for retail tenant H&M.

Design Competitions:

"Carnival" A Float for a Community, Barranquilla, CO 2010

Project Team: Wesley Kean

"Downtown" Seaplane Terminal Competition, Miami FL, 2011

Project Team: Wesley Kean, Peter Anselmo, Jose Navalujambo

Honorable Mention

http://www.bustler.net/index.php/article/check_out_the_2010_downtown_miami_entries/

"Reimagining the City" Tropic Magazine, Ft. Lauderdale FL, 2012

Project Team: Wesley Kean, Allan Shulman, Mike Gallea, Brand Gonzalez

Honorable Mention

http://www.powerssschram.com/news/pdfs/Tropic_Village%20Scene_article.pdf

Awards + Accolades:

2017 AIA Florida Merit Award of Excellence – Aviation Design Center

2017 Best of Houzz Service Award

2016 AIA Miami Merit Award of Excellence 2016

Edgar Alfredo Rodriguez
1080 94th Street apt. 608 Bay Harbor Islands, FL 33154
D.O.B: March 16, 1958
Place of Birth: Bogota, Colombia

EDUCATION

University of Miami, Homestead, Florida

Attended several classes to learn proper irrigation procedures. Learned about horticulture, the correct type of plants for different locations, and the proper way of manipulating, handling and discharging chemicals, herbicides, and fertilizers. No license acquired.

San Thomas University, Bogota, Colombia

Received accounting degree

Liceo Modern, Bogota, Colombia

Received a high school diploma

WORK EXPERIENCE

City of Miami Beach, Miami Beach, Florida

1995 to 2003

Parking Meter Collector Supervisor.

Duties: Supervised a staff of fourteen employees, filled out paper work, completed daily reports, and inspected areas tended to by my crew. Designed innovative programs for a better system and worked together with meter technicians and accounting employees.

City of Miami Beach, Miami Beach, Florida

M.S.W. III, South Beach Service Team division.

2003 to 2004

Duties: Supervised a crew of eleven employees, inspected streets, parks and enforced City regulations. Reported violations or issues to other departments and performed minor maintenance repairs.

City of Miami Beach, Miami Beach, Florida

M.S.W. III, Sanitation Department.

2004 to 2007

Duties: Supervised a crew of six employees, cleaned and maintained City of Miami Beach facilities, beaches, and streets.

City of Miami Beach, Miami Beach, Florida

M.S.W. III, Parks and Recreation – Greenspace Management

2007 to 2015

Duties: Performed park maintenance, such as planting, pruning, watering plants, applying mulch, and litter control.

City of Miami Beach, Miami Beach, Florida

M.S.W. III, Parks and Recreation – Greenspace Management

2015 to Present

Duties: Currently, as an inspector, I perform inspections after the private contractors do their work, complete paperwork, and write reports detailing any deficiencies found during inspection.

July 18, 2017

My name is Roger Santana and I would like to apply for the Planning & Zoning position of the Town of Bay Harbor Islands.

Since my family and I moved to Bay Harbor Islands, I've been trying to get involved and give my contribution to the best place we've ever lived. If chosen, I'll gladly accept it and will do my very best working with P&Z as well as all departments of the Town Hall, including the council.

I'm originally from Brazil, where I graduated Law school. Moved to the US in 1985. Lived in Stillwater, MN till 87...accepted a position at the Brazilian Embassy in Washington DC where I was the head of the commercial department for 13 years, where we implemented and developed several programs to facilitate and improve trading between the two countries.

In 2000 I was hired by Deutsche Post to develop a charge back system that in less than a year was being used in over 30 countries.

In 2005, Deutsche Post became DHL and the company decided to move the headquarters to Weston, FL. I accepted the invitation. Stayed with DHL for 3 years and decided to part ways and create my own logistic company (Pectrade) that has been growing substantially ever since.

We moved to Bay Harbor Islands in the summer of 2015...it was love at first sight. From the very beginning, I wanted to do something to improve the quality of life on the island...noticed several areas that needed improvement such as pedestrian safety, traffic areas that needed changes, among others.

I am strong supporter of sustainability. This would probably be the biggest topic of my agenda if I would have gotten elected to town council in the last election. I have a great relationship with all members of the City Council, Town Manager as well as everybody working for the city...but most importantly is that I believe I left a good impression with the residents of Bay Harbor Islands.

I'm a team player and I use common sense to judge and make decisions. But I believe I'm best at dealing with possibilities that can become reality and always looking for alternatives and well planned solutions for any project. I have the time, experience and willingness to help and give back to the city that provided me and my family such an amazing place to live.

A handwritten signature in blue ink, appearing to read 'Roger Santana', with a stylized, cursive script.

Roger Santana

Alejandro Sulser Balbuena
1108 Kane Concourse, suite 212
Bay Harbor Islands, FL. 33154
305 934 6728
sulserb@desajni.com

July 20th, 2017

Marlene M. Siegel
Town Clerk
Bay Harbor Islands

Dear Miss. Siegel,

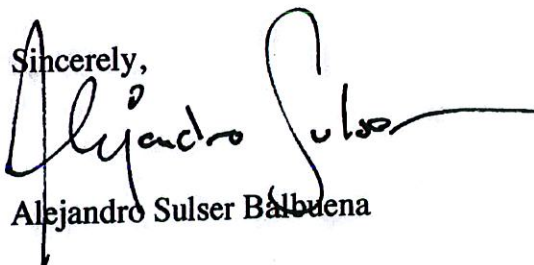
I am sending this letter in response to the Town of Bay Harbor Islands public notice in which it communicates the need of a volunteer to participate as a member of the Planning and Zoning Board.

I am an enthusiast Bay Harbor resident (work), with experience in the fields of residential development, architecture, urban and interior design and construction materials.

I humbly believe that my education, professional experience, knowledge regarding Florida and Miami Dade building codes, and enthusiasm would represent a valuable asset to the Planning and Zoning Board.

I would be honored to be given an opportunity to contribute with this beautiful town of ours.

Please feel free to contact me at anytime regarding any doubts you may have.

Sincerely,

Alejandro Sulser Balbuena

Alejandro Sulser Balbuena

1108 Kane Concourse, suite 212. Bay Harbor Islands, FL. 33154

305.934.6728 sulserb@desajni.com

Highly motivated and dynamic entrepreneur, committed to his clients and employees. Convinced that a high quality and a socially responsible approach towards business in the present is the key to success in the future.

PROFESSIONAL EXPERIENCE

Desajni (2014- Present) CEO

Bay Harbor Islands, FL. Construction materials manufacturer, with a wide range of product categories and a catalogue with over 1000 sku's. Active operations in Mexico, United States, China and Costa Rica

- Responsible for opening U.S.A. Branch in 2015.
- Full development of USA product line, resulting in a catalogue of over 1000 products, **all fully and strictly compliant with Florida Building Code and Miami Dade regulations.**
- Launched www.quickfaucets.com, retail e-commerce channel for kitchen and bathroom faucet product lines.
- Active member of the Miami Beach Chamber of Commerce.

Desarrollo Inmobiliario y Edificaciones, S.A. de C.V. (2007-present) COO

Mexico City, Mexico. Real Estate Development Company focused on the development and sales of middle-class housing projects, and remodeling of luxury houses. Committed to creating a life long quality product, which guarantees the safety and comfort of its clients.

- Fully developed and sold twenty-four unit building in Mexico City. (35,000 square feet)
- Fully developed and sold nine luxury house gated community in Mexico City (29,700 square feet)
- Remodeled and sold three single living houses in Luxury housing zone in Mexico City (42,000 square feet)
- Fully developed and sold sixteen luxury unit building in Mexico City (32,120 square feet)
- Created business model which will allow the company to replicate the development of the same housing unit in different locations without requiring new architectural or financial projects
- Enforced a mandatory education program for under educated construction workers, allowing them to take two hours off per day during six months, in order to help them achieve a high school diploma.

Almazan Arquitectos Asociados (2015- Present) Consultant

EDUCATION

Northeastern University, Boston, Ma. Masters of Science on Technological Entrepreneurship

Universidad Anahuac, Mexico City, Mexico. Bachelor's Degree in Business Administration

American School Foundation, Mexico City, Mexico. High School Diploma

ADDITIONAL INFORMATION

Languages: English: Native, Spanish: Native, Chinese: Learning

Knowledgeable on Florida Building Code and Miami Dade construction regulations.

Active stock, FOREX and derivatives trader.

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 4.

ITEM:

Approval of the following meeting Minutes:

- a. April 19, 2017 - Organizational Meeting
- b. April 19, 2017 - Public Hearing
- c. April 19, 2017 - Regular Council Meeting
- d. May 8, 2017 - Regular Council Meeting
- e. June 12, 2017- Regular Council Meeting

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	4-19-17 Org Draft Minutes	4-19-17 org DRAFT (2).pdf
2.	4-19-17 - PH Draft Minutes	4-19-17 PH DRAFT.pdf
3.	4-19-17 - Reg Draft Minutes	4-19-17 Reg DRAFT.pdf
4.	5-8-17 Reg Draft Minutes	5-8-16 DRAFT.pdf
5.	6-12-17 - Reg Draft Minutes	6-12-17 DRAFT.pdf

**MINUTES OF AN ORGANIZATIONAL MEETING
TOWN OF BAY HARBOR ISLANDS**

An Organizational meeting of the Town Council was held on Monday April 19th, 2017 at 6:30 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard
Council Member Joshua Fuller
Council Member Isaac Salver

Vice Mayor Stephanie Bruder
Council Member Kelly Reid
Council Member Elizabeth Tricoche

At this time Mayor Leonard offered his condolences to Council Member Yaffe and family on the passing of his mother.

Item 1. Distribution of Annual Salaries to the Town Council.

ACTION: Consensus was to donate the Town Council annual salaries to a charity foundation of Council Member Yaffe choosing.

Item 2. Acceptance of the Certification of Elections presented by the Town Clerk and Canvassing Board Members.

Town Clerk Siegel submitted the Certification of Elections with official numbers of votes cast.

ACTION: Council Member Fuller made a motion to accept the Certification of Elections. Council Member Tricoche seconded the motion and it passed unanimously.

Item 3. Administration of oath of office to the newly elected Council Members. The oath of office will be administered by Town Clerk, Marlene M. Siegel.

Town Clerk Siegel administer the Oath of Office to newly elected Council Members Stephanie Bruder and Kelly Reid.

Item 4. Selection of a Mayor by the Town Council.

ACTION: Vice Mayor Bruder nominated Mayor Leonard for another term as Mayor. Council Member Fuller seconded the motion and it passed 5-1, with Council Member Reid opposed.

Council Member Reid stated that she was available to serve as Vice Mayor if she was to be called upon.

Item 5. Selection of a Vice Mayor by the Town Council.

Council Member Tricoche nominated Vice Mayor Bruder for another term as Vice Mayor. Council Member Fuller seconded the motion and it passed 5-1, with Council Member Reid opposed.

Item 6. Administration of oaths of office to the Mayor and Vice Mayor. These oaths will be administered by Town Clerk, Marlene M. Siegel.

Town Clerk Siegel administered the Oath of Office to Mayor and Vice Mayor.

Item 7. Consideration and Approval of a Resolution re-appointing the Town Clerk and Deputy Town Clerk. The current Resolution reflects the current appointments of Marlene M. Siegel and Alba L. Chang.

ACTION: Vice Mayor Bruder made a motion to approve the proposed resolution re-appointing the Town Clerk and Deputy Town Clerk. Council Member Tricoche seconded the motion and it passed unanimously.

Item 8. Consideration and Approval of a Resolution re-appointing the Town Attorney and Assistant Town Attorneys. The Resolution reflects the current appointment of Craig B. Sherman as Town Attorney, with Drew B. Sherman and Frank Simone as Assistant Town Attorneys.

ACTION: Vice Mayor Bruder made a motion to approve the proposed resolution to re-appoint the Town Attorneys. Council Member Fuller seconded the motion and it passed unanimously.

Item 9. Administration of oaths of office to the Town Clerk, Deputy Town Clerk, Town Attorney and Assistant Town Attorneys. These oaths will be administered by the Mayor.

Mayor Leonard administered the Oath of Office to the Town Clerk, Deputy Town Clerk and the Town Attorneys.

There being no further business to discuss meeting was adjourned at 6:49 p.m.

MAYOR

ATTEST

TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF PUBLIC HEARING**

A Public Hearing of the Town Council was held Monday, April 19th, 2017 at 6:49 p.m. in the Council Chambers. Upon roll call the following Council Members responded:

Mayor Jordan Leonard

Vice Mayor Stephanie Bruder

Council Member Joshua Fuller

Council Member Kelly Reid

Council Member Isaac Salver

Council Member Tricoche

QUASI-JUDICIAL PUBLIC HEARING

Town Attorney Sherman swore in all the individuals speaking at the Public Hearing.

Item 1. Public Comment with respect to an application for a proposed six (6) story building at the property located at 9551 East Bay Harbor Drive, Lots 1 and 2 of Block 1. The application is being made for site plan approval of the Gateway properties.

Attorney, Mathew Amster, 200 S Biscayne Blvd., represented the applicant and owner of the subject property. The subject property was located on the east Gateway of the Town, south of the Grant Beach Hotel. He explained that the applicant revised the project for a more attractive commercial building. The masse of the east side has been moved to the east with added energy efficient features. He stated that the building would be LEED certified. The developer was proposing a restaurant use on the ground floor with valet services. The applicant has expressed commitment to building a high caliber project.

There was a brief discussion from the Council on the proposed restaurant hours of operations; parking regulations; driveways; setbacks; traffic analysis; seawall cap; ground floor use; concerns on the dewatering phase; time for construction from approval; the LEED certification for the building; applicant shall submit for a Building Permit within 1 year or they shall come back to the Town Council for approval.

PUBLIC COMMENT

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward in support of the proposed project and suggested a bar or lounge.

Dr. Denis Neuhut, 1048 Kane Concourse, came forward and stated that he welcomed any new development that could revitalize the Business District, but was concerned with the parking and roof top use.

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with possible excess noise and parking issues.

John Corral, 9650 W. Bay Harbor Drive, came forward and was concerned with the traffic and asked if the proposed Church was taken into consideration when the traffic study was performed for this project.

John Vetter, 10301 W. Bay Harbor Drive, came forward and was concerned with the traffic. He did not agreed with the underground parking and proposed parking lifts.

Victor Maya, 1155 103 Street, was concerned with the proposed restaurant and parking.

Linda Zilber, 1231 95 Street, came forward and liked the current design on the proposed project.

CLOSED PUBLIC COMMENT

Item 2. Approval or denial of the above application for site plan approval of the Gateway property located at 9551 East Bay Harbor Drive.

ACTION: Vice Mayor Bruder made a motion for the site plan approval of the Gateway property subject to the following conditions:

1. Applicant shall built the building to be LEED certified or equivalent.
2. Applicant shall have one (1) year to submit for a Building Permit. Any request for an extension shall come back before the Town Council for approval.
3. Applicant shall not demolish the existing building until the applicant receives a Building Permit.
4. The ground floor shall have a restaurant or non-professional office use.

(Professional office uses is defined as and not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices.

5. Applicant shall maintain adequate valet attendants at all times and be subject to the requirements of the Town Manager.

Council Member Tricoche seconded the motion and it passed 5-1, with Council Member Reid opposed.

There being no further discussion meeting was adjourned at 8:41 p.m.

ATTEST

TOWN CLERK

MAYOR

MINUTES OF A REGULAR MEETING TOWN OF BAY HARBOR ISLANDS

A Regular meeting of the Town Council was held on Monday April 19th, 2017 at 8:47 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard
Council Member Joshua Fuller
Council Member Isaac Salver

Vice Mayor Stephanie Bruder
Council Member Kelly Reid
Council Member Elizabeth Tricoche

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

At this time Items 3, 5, 7, were pulled off consent agenda for discussion and Items 11, 12, and 14 were pulled off the agenda to be discussed at a later date.

Council Member Reid requested future agenda items for discussion on memorial plaques, digital message signs, emergency back-up generators, waterfront fencing and a possible charter amendment for Mayor run for Election.

TOWN MANAGER'S REPORT:

Town Manager Wasson distributed a memorandum to the Council for emergency repairs to a sink hole. The total price of the expenditure was \$5,900.

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

He also asked Chief of Police, Hemingway to elaborate on a recent case that closed based on a recent License Plate Reader (LPR) alert that the Police Department responded to.

Chief of Police Hemingway came forward and reported that the Police Department was alerted of an LPR alert for a stolen vehicle that passed through Bay Harbor Islands. As a result one subject was apprehended in Bal Harbour. He also thanked the Town Council for those members that attended the LEO Awards.

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

Council Member Tricoche reminded the residents that there would be an Easter Egg Hunt Event, and the Community Services would be gearing up for this year Summer Camp.

Council Member Reid gave her condolences to Council Member Yaffe family of the recent passing of his mother.

Council Member Salver gave his condolences to the Council Member Yaffe and Family. He reported that he would be attending the Southern Municipal Conference as an Executive Member of the Florida League of Cities and also stated that he would attending a meeting for the Children Trust as the board's Chair.

Vice Mayor Bruder send her condolences to Council Member Yaffe and Family. She also reminded the residents of the upcoming Farmer's Market event scheduled for every other Sunday.

Council Member Fuller asked for the Council consideration to set up another Comedy Show for the residents to enjoy.

Consensus was Council Member Fuller to move forward and arranged for Comedy Show.

Mayor Leonard sent his condolences to Council Member Yaffe and Family and also thanked the Council support and appointing him for another year as Mayor.

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.

Leo Caneiro, 1050 95 St, came forward and introduced himself as a new resident and stated that he would like to participate on the Parks and Recreation Committee.

Frances Neuht, 1060 Kane Concourse, came forward and asked why there was a preschool on Town that was exempt from paying taxes.

Victor Maya, 1155 103 Street, came forward and asked the Council to research the loop holes on how the State Governor grants extensions to Building permits for new projects.

COMMITTEE REPORTS:

1. ~~_____ Parks and Recreation Committee Update.~~

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

2. **Approval of the following Meeting Minutes:**

- a. **October 26, 2016 - Special Meeting**

b. November 14, 2016 - Regular Council Meeting

c. January 9, 2017 - Public Hearing

d. January 9, 2017 - Regular Council Meeting

e. January 26, 2017 - Special Council Meeting

f. February 13, 2017 - Regular Council Meeting

Item 4. Approval of a Resolution authorizing the Town Manager to execute an agreement, between Miami Dade County and the Town of Bay Harbor Islands, authorizing the Town to assume the installation and maintenance of certain traffic engineering functions pertaining to local municipal streets.

Item 6. Consideration and Approval of resolution supporting the Miami-Dade County Transportation Planning Organizations (TPO) transit expansion through the strategic Miami area by urging the TPO and Miami Dade County to pursue creative funding solutions to implement the Smart Plan.

Item 8. Approval of a Mutual Aid Agreement between the Village of Biscayne Park, Police Department and the Town of Bay Harbor Islands, Police Department.

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

Item 3. Approval of a resolution requested by Mayor Leonard supporting the National Parent Teacher Association (PTA) on LGBTQ individuals to be recognized as a protected class.

Mayor Leonard stated that the proposed resolution was recently adopted by the City of Miami Beach supporting the National Parent Teacher Association on LGBTQ.

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

Item 5. Consideration and Approval of a resolution related to immigration detainee request and reaffirming that Miami-Dade County resolution R-1008-13 remains in compliance with the United States Constitution and all applicable federal laws and rejecting its label or designation as a "Sanctuary Jurisdiction".

Council Member Reid stated that she reviewed the language for proposed resolution and was opposed to the fact that the County will no longer be reimbursed for costs relating to compliance with ICE detainees requests.

ACTION: Council Member Salver made a motion to approve the proposed resolution. Vice Mayor Bruder seconded the motion and it passed 5-1, with Council Member Reid opposed.

Item 7. Approval of a resolution requested by Council Member Reid to establish an Honor Code for elected and appointed town officials and town employees. Enclosed is the proposed resolution

adopting Miami Dade County's Order No. 7-7 establishing an Honor Code, which has also been attached.

Council Member Salver felt that the proposed resolution was not applicable to the Town. He felt the Town Council already complies with Ethics Commission and Miami Dade County Code on Ethics.

Council Member Reid stated that proposed resolution was a step above the existing policy on ethics and would compel employees to report issues. She felt that the resolution would protect employees.

There being no motion to approve, item died.

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

Item 9. Consideration and Approval of an ordinance on first reading requested by Council Member Yaffe amending the parking requirements for existing building uses.

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

Town Clerk Siegel clarified that any new building built would have to comply with all the parking regulations, the proposed amendment to the code was only for existing buildings.

Council Member Fuller requested that gateway be added to section E and a definition be added to the ordinance language.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the amendment to the gateway properties.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to approve the ordinance on first reading. Council Member Fuller seconded the motion and it passed by unanimous poll vote.

Item 10. Consideration and Approval of an ordinance on first reading amending Section 2-1.1 of the Town Code regarding procurement limitations and competitive bidding. After this issue was discussed by the Town Council, Town Manager Wasson offered to review the current regulations with the Town Attorney and bring back an ordinance for Council consideration.

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

Town Manager Wasson asked for the Council consideration on the proposed ordinance that would address open ended service contracts to be limited to a maximum of 3 years.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward and asked why have the service agreements were previously for more than one year.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to approve the proposed ordinance on first reading. Council Member Salver seconded the motion and it passed by 5-1 poll vote with Council Member Reid opposed.

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

~~Item 11. Consideration and Approval of a Business Tax Receipt (Mobile Permit) Application from EzFill FL, LLC for an on-demand gas delivery service.~~

STAFF RECOMMENDATION: Council Discretion

~~Item 12. Consideration and Approval of a request from Bay Harbor Condos, LLC (Monarch Hotel) to extend the permissible construction hours in order to expedite the completion of the project located at 9540-80 West Bay Harbor Drive.~~

STAFF RECOMMENDATION: Council Discretion

Item 13. Discussion and Approval requested by Mayor Leonard and Council Member Reid for Request for Proposals for a comprehensive traffic study to review all aspects of traffic impacting the Town.
STAFF RECOMMENDATION: Council Discretion

Council Member Reid stated that there was traffic study done for the Intra Coastal bridge, but would like a comprehensive study to review all aspects of traffic in Town. She received several complaints from residents on speeders on the East Island.

There was a brief discussion on what needed to be evaluated such as the East Island; speeders; traffic near the 98th street Park, and suggestions for the study to be performed while school was in session near October.

Consensus was for a comprehensive traffic study to be performed for the Town sometime in October.

~~Item 14. Consideration and Approval of an expenditure in the amount of \$16,500 to Municipal Water Works for the purchase of 100 1 1/2 inch water meters.~~

~~STAFF RECOMMENDATION: Approval.~~

Item 15. Consideration and Approval of the award of continuing electrical services contracts to Tri-City Electric Company, AGC Electric Inc. and Electric Service and Repair.

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

Item 16. Approval of supplemental funding in the amount of ~~\$139,210.00~~ \$70,000 in favor of Hardesty and Hanover LLP for construction engineering inspection services for Bay Harbor Islands Bridge Rehabilitation Project (BC 142).

Tow Manager Wasson explained that the contract had to be extended because of the concrete pillars. The structural beams that support the bridge had deteriorated and work had to be done. After this payment, the Town will advertise an invitation to bid for engineering services.

Council Member Reid stated that the last report submitted by the engineers did not explain the numbers. She requested a more detailed comprehensive report.

ACTION: Vice Mayor Bruder made a motion to approve the expenditure. Council Member Tricoche seconded the motion and it passed by 4-2 poll vote, with Council Members Reid and Salver opposed.

DISCUSSION ITEMS:

Item 17. Discussion regarding attendance of the 63rd Miami-Dade County League of Cities Installation Gala to be held on Saturday, May 13, 2017. Approval of a sponsorship in the amount of \$3,000 to purchase the Bronze Package, which includes a table for 10 and advertising.

ACTION: Council Member Salver made a motion to approve the Bronze Sponsorship Package. Vice Mayor Bruder seconded and it passed unanimously.

Consensus was to include a picture of the Town Council to the advertisement.

There being no further business to discuss meeting was adjourned at 10:44 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A regular meeting of the Town Council was held on Monday May 8th, 2017 at 7:01 p.m. in the Council Chambers. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

~~Item 1. Legislative Report – State Representative Joseph Geller~~

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

Michael Futterman of Marcum, LLP, came forward to report on the audit for fiscal year ending sept 30, 2016. Financial statements were issue March 31. The Town ended the 2016 fiscal year in accordance with the financial reports and also received a Certificate of Achievement for financial reporting.

There was a brief discussion on the standards audits performed in past years; procurement; minor mistakes on the progress reports for the grants and bridge repairs.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Salver requested a future agenda item regarding parking for constructions sites and also a discussion on implementing a resident sticker for resident parking.

Council Member Reid requested a comprehensive bridge report and a discussion item regarding the future use of the Causeway Island location since the lease agreement with the gas station would expire next year.

TOWN MANAGER'S REPORT:

Town Manager Wasson congratulated the Council that went to Tallahassee because of those efforts the Town received funds for the Town Hall renovations and the sewer laterals. He also stated that the Police Department has deployed a device in an effort to track the speeders on the East Island.

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

Dan Brea of BNY Mellon came forward and reported on the first quarter of the Town portfolio.

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

Council Member Reid reminded the residents that the Town would host a Coffee with the Cops event on May 10 at 10:00 a.m. and suggested Pizza with the Police in the evening sometime after 6:00 p.m. for residents that are unable to attend the morning event.

Consensus was to plan a Pizza with the Police for an evening event for residents that are unable to attend the morning.

Council Member Salver reported attending a Children Trust meeting.

Council Member Fuller reported attendance to various meetings in Tallahassee to speak to the legislature on obtaining grants for the Town.

Council Member Yaffe also reported visiting the Capital in Tallahassee and meeting with the legislature to support small local government.

Mayor Leonard attended the Town Egg Hunt Event and suggested a spring egg hunt before the Easter for next year.

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.

Michael Salzhauer, 1140 Kane Concourse, came forward and stated that the Town sent a female Code Officer to remove a sign he felt was art work.

COMMITTEE REPORTS:

Item 4. Consideration and possible action of a recommendation from the Parks and Recreation Committee to install 6 "Shuttle Stop" signs within the Town.

Assistant Manager Jimenez explained that the Park and Recreation Committee has recommended to install 6 Shuttle Stop signs within the Town.

There was a small discussion on the signs to be installed on existing poles and for the signs to be double sided.

ACTION: Council Member Salver made a motion to approve the installation of 6 shuttle stop signs. Council Member Yaffe seconded the motion and it passed unanimously.

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

Item 6. Approval of a Mutual Aid Agreement between the City of North Miami Beach, Police Department and the Town of Bay Harbor Islands, Police Department.

Item 7. Approval of resolution authorizing the Town Manager to execute an agreement between the City of North Miami and the Town of Bay Harbor Islands to dispense diesel and unleaded fuel as well as compressed natural gas in Emergency Situations for the operation of Town owned vehicles.

Item 9. Consideration and Approval of an expenditure in amount of \$19,040 for the purchase of a new vehicle for the Code Compliance Department. There will be an additional cost for the delivery of the vehicle which is unknown at this time. This expenditure was budgeted for this year.

ACTION: Council Member Yaffe made a motion to approve the Consent Agenda except for Item #8. Council Member Reid seconded the motion and it passed by unanimous poll vote.

Item 8. Consideration and Approval of a resolution requested by Council Member Tricoche opposing any religious or nationality based registration of persons entering the United States of America.

Council Member Tricoche stated that there were some minor changes to the resolution from its previous version presented to the Council. The resolution was to oppose a national registry for people entering the US.

Council Member Fuller stated there were some typos and language that required editing. Assistant Town Attorney Simone minor typos could be easily fixed.

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

ORDINANCES ON SECOND READING:

Item 10. Consideration and Approval of an ordinance on second reading requested by Council Member Yaffe amending the parking requirements for existing building uses.

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

Council Member Yaffe asked the Council to consider the proposed Code amendment and felt that this would benefit the existing businesses on Kane Concourse.

There was a brief discussion on how the amendment could affect the parking for the school; proposed school expansion and if any existing building had an increase in square footage, they had to comply with the parking regulations.

Town Planner Miller came forward and clarified that the local schools would be meeting with the Florida Department of Transportation to discuss the proposed expansion. The school would be subject to the Town parking regulations to provide adequate parking.

PUBLIC COMMENT

Tucker Gibbs, 3835 Utopia Blvd., came forward representing 1048 Kane Concourse. The client supports the desire business development. The proposed ordinance exempts places of assembly, building use for offices. He asked how were the terms personal service and misc. define.

Town Clerk Siegel stated that the definitions for the use regulations could be found on Chapter 23 of the Town Code.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on second reading. Council Member Reid seconded the motion and it passed by unanimous poll vote.

At this time Council Member Yaffe stepped out of the dias.

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

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

ACTION: Council Member Fuller made a motion to approve the proposed ordinance on second reading. Council Member Salver seconded the motion and it passed unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 12. Consideration and Approval of an ordinance on first reading amending Section 20-9 of the Town Code updating the monthly base charges for sewer service.

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.

ACTION: Council Member Salver made a motion to approve the proposed ordinance on first reading. Council Tricoche seconded it and it passed by unanimous poll vote.

DEFERRED ITEMS:

Item 13. Consideration and Approval of a Business Tax Receipt (Mobile Permit) Application from EzFill-FL, LLC for an on-demand gas delivery service.

At this time Council Member Yaffe returned to the dias.

Jonathan Gross, owner of EzFILL-FL, LLC came forward and stated that the company was offering a gas delivery service through an on demand service from a telephone app. All of the company drivers were certified commercial drivers with all of required classifications.

There was a detailed discussion on the request for extended hours of operations; procedures on how to service a customer that lives in a building; noise; safety; environmental concerns; and how the company addresses a hazardous spill.

Mr. Gross stated that the company follows the best practices and regulations on how to address a hazardous spill, the company has a hazmat kit and hazmat team that was available 24 hours should a bigger spill needed to be clean.

PUBLIC COMMENT

Elijah Salver, 9381 E. Bay Harbor Drive, came forward in support of the company and stated he was a frequent user of the mobile app.

Moshe Simon, 1160 95St, came forward in support of the company and urged the Council to give them an opportunity to provide the residents they're on demand services.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve extended hours of operation to EzFILL-FL, LLC from 8:00 a.m. to 10:00 p.m. Council Member Fuller seconded the motion and it passed 5-1, with Council Member Reid opposed.

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

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

ACTION: Council Member Fuller made a motion to approve a six month extension to close on a TDR Agreement for JCG Bay Harbor, LLC. Council Member Yaffe seconded the motion and it passed unanimously.

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

ACTION: Council Member Fuller made a motion to award the contract to Stone Concept Miami, Inc. Council Member Yaffe seconded the motion and it passed unanimously.

Item 16. Discussion and Approval of Request for Proposal for landscaping and Irrigation maintenance for town properties and rights-of-way.

ACTION: Council Member Yaffe made a motion to approve the proposed bid package for landscaping and irrigation maintenance. Council Member Tricoche seconded the motion and it passed unanimously.

There being no further business to discussed meeting was adjourned at 9:03 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Regular meeting of the Town Council was held on Monday June 12, 2017 at 7:01 p.m. in the Council Chambers. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

Item 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

Mayor Leonard presented the Student of the Year Awards to Hannah, Cole and Helena.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Salver pulled Item 16 for discussion and requested a discussion item for the next regular meeting on how we can regulate medical marijuana.

Council Member Reid pulled items #7 and 14 from consent agenda for discussion.

TOWN MANAGER'S REPORT:

Town Manager Wasson asked Chief of Police Hemingway to come forward to report on the recent cases.

Chief of Police Hemingway came forward and reported that there three recent cases that the Police Department had been working on. The first on graffiti under the bridge detectives were able to identify the graffiti artist and solve the case. The second case and third case were both robberies, one resulted in an arrest and the other was from an office suite in Town that was also solved and closed.

At this time item #7 was taken out of order for discussion.

Item 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.

Mayor Leonard asked the Council to consider the collaboration with the surrounding cities to fund a Hybrid Skate Park. He felt that due to the lack of space in Town the proposed Skate Park location in Haulover Park was appropriate.

Council Member Reid agreed that this would be a great location and collaboration. She asked why the surrounding cities were the only ones making the contributions.

Miami Dade County Commissioner, Sally Heyman, explained that the land belonged to Miami Dade County and the proposed park would maximize green space. She added that the daily operation would consist of limited supervision and security but there would be park employees' onsite.

PUBLIC COMMENT

Victor Maya, 1155 103 St, came forward supporting the park idea, but would also like for the kids to be allowed to go to the Surfside pool as well.

Kathleen Kennedy 9180 W. Bay Harbor Drive, came forward and congratulated Mayor Leonard on a great idea.

CLOSED PUBLIC COMMENT

There was a brief discussion on the proposed park lot size; the Town comprehensive plan; suggestions to have a cover or canopy to protect from the heat and sun; and park location.

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

DEFERRED ITEMS:

Item 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.

Council Member Yaffe asked if there was a commitment from other cities for a unified bus system.

Bal Harbour Mayor, Gabriel Groisman stated that as an individual he would be committed to the implementation and added that the Village of Bal Harbour has already budgeted for this item.

Town of Surfside, Mayor Daniel Dietch, explained that this would be the final step before unifying the bus system.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward and reminded the Council on the Town's expenditures for consultants in the past.

Frances Neuhut, 1060 Kane Concourse, came forward and felt that the proposed cost of the study was too pricey.

CLOSED PUBLIC COMMENT

There was a brief discussion on the allocated money for the proposed study; the demand from the community for a better bus system and the commitment.

ACTION: Council Member Fuller made a motion to approve the study for the creation of an Inter-local shuttle bus system. Council Member Tricoche seconded the motion and it passed unanimously.

Item 2. Legislative Report

State Representative Joseph Geller

Lobbyist David Caserta

State Representative Joseph Geller came forward to report on the legislative update. He explained that the last legislative session was a difficult one, but had a lot of good bills passed and there was a discussion on funds on education and formula for students. The legislature did approve a tax relief for hurricane supplies and gear for back to school. There were a few cuts for funding to the department of environmental that funds Lake Okeechobee.

Lobbyist Dave Caserta reported on the last session from the legislature and added that Senator Daphne Campbell was also on BHI corner. There were several bills that passed on tax relief packages; drones; law enforcement cameras; funds for the sewer laterals; and funding for the police facility.

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

Engineer, Michael Salerno of Hardesty and Hanover, came forward and presented a Powerpoint presentation to the Council on the bridge renovations. He explained the intra-coastal bridge underwent renovations that included the bridge bumpers; bridge house; the motor brakes; electrical system; the structural columns were replaced with high density concrete; the locking bars; the gate arms; sand blasting and painting.

There was a detailed discussion on the previous annual reports submitted by the firm that did not indicated the renovations that the bridge had to undergo; the total renovations price went for \$18 Million instead of the projected \$11 Million.

Consensus was for staff to meet with the legal counsel to see if there were any legal remedies to address.

PUBLIC COMMENT

Victor Maya, 1135 103 Street, came forward and was pleased to hear that the bridge has 15 to 20 years of life, but there were no guarantees.

CLOSED PUBLIC COMMENT

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

Item 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.

ACTION: Council Member Yaffe made a motion to designate Council Member Salver as the voting delegate for the Town. 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.

Frances Nuehut, 1060 Kane Concourse, stated that she felt that there was an illegal sign for the preschool.

Kathleen Kennedy, 9180 W.Bay Harbor Drive, reminded the Council that they would be appointing members to the Committee and asked them to consider the new members.

COMMITTEE REPORTS:

Item 5. Review of Citizen's Committee's assignments and appointments / re-appointments of Committee Members for the term 2017-2019.

There was a brief discussion on a possible revisions to the existing resolution for committee appointments; suggestions of 7 members and 2 alternate members; to address attendance and to possibly combine the environmental committee and the disaster preparedness committee.

ACTION: The following residents were appointed to the Parks and Recreation Committee, Luciana Arestegui; Megan Blenet; Leo Carnerio; Kathleen Kennedy; Johnathan Macy; Aileen McDermott and Kamm Trumble

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.)

Items 14 and 16 were taken out of consent agenda for discussion.

Item 6. Approval of the March 13, 2017, Regular Council Meeting Minutes.

Item 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.

Item 9. Approval to carry forward \$50,000 in appropriations from the 2015-2016 fiscal year into to the 2016-2017 fiscal year.

Item 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.

Item 11. Approval of a Mutual Aid Agreement between the City of North Miami, Police Department and the Town of Bay Harbor Islands, Police Department.

Item 12. Approval of a Mutual Aid Agreement between the City of Aventura, Police Department and the Town of Bay Harbor Islands, Police Department.

Item 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.

Item 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.

ACTION: Council Member Yaffe made a motion to approve the consent agenda. Council Member Tricoche seconded the motion and it passed unanimously.

Item 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)

Council Member Reid sent her condolences to the family of former partner of Chief Hemingway. She asked for the Town to be consistent with Policy on Town's charity contributions.

Council Member Salver would like for the charity donations to be related directly to the Town such as the BHI Explorer Program.

Council Member Reid stated that she will personally donate \$100 to the Love Fund in this officer name. Council Member Salver will match Council Member Reid donation to the Love fund.

PUBLIC COMMENT

Victor Maya, 1135 103 Street, came forward and reminded the Council that the Town did not make any donations for when a current BHI officer was undergoing serious medical attention.

CLOSED PUBLIC COMMENT

ACTION: Council Member Fuller made a motion to approve the charity donation. Mayor Leonard seconded the motion and it died 2-4, with Council Members Reid, Salver, Tricoche, and Yaffe opposed.

Item 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.

ACTION: There being no motion item died.

ORDINANCES ON SECOND READING:

Item 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.

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.

ACTION: Council Member Salver made a motion to approve the ordinance on second reading. Council Member Reid seconded the motion and it passed by unanimous poll vote.

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

Item 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).

ACTION: Council Member Fuller made a motion to approve a private TDR transaction. Council Member Salver seconded it and it passed unanimously.

Item 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).

ACTION: Council Member Yaffe made a motion to approve the TDR Transaction. Council Member Salver seconded the motion and it passed unanimously.

Item 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.

Town Manager Wasson stated that the February Meeting Council requested for staff to come back with possible locations for a memorial to honor former elected officials. Staff was recommending 2 locations, the first area was in front of Town Hall by the flag pole, and the second area was on southwestern corner 97th Street and Bay Harbor Terrace.

Consensus was to discuss the memorial location until the renovations for Town Hall was completed.

Item 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.

ACTION: Council Member Reid made a motion to dedicate a small plaque for former Council Member Marano to the 92 Street Park. Council Member Yaffe seconded the motion and it failed 3-3, with Council Members Salver, Tricoche, and Mayor Leonard opposed.

PUBLIC COMMENT

Victor Maya, 1135 103 Street, came forward and felt that it was shameful for the Council not to approve the item.

CLOSED PUBLIC COMMENT

Item 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.

ACTION: Council Member Salver made a motion to approve contract award to Custom Tree Care. Council Member Yaffe seconded the motion and it passed unanimously.

Item 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.

ACTION: Council Member Yaffe made a motion to award contract to General Asphalt. Council Member Salver seconded the motion and it passed unanimously.

DISCUSSION ITEMS:

Item 25. Discussion requested by Council Member Reid regarding a possible Charter amendment for the Election of the Town Mayor.

Council Member Reid asked for a future agenda item for the question to be on the ballot on the election of a Town Mayor.

PUBLIC COMMENT

Town Clerk Siegel the Town would have to bring back an ordinance for the Council approval and notified the Supervisor of Elections for such question to be on the ballot.

Frances Neuhut, 1060 Kane Concourse, came forward and felt that the Town Council did not want to ask the voters.

Victor Maya, 1135 103 Street, came forward and suggested for a non-binding question to be on the ballot asking the citizens.

CLOSED PUBLIC COMMENT

Mayor Leonard stated that this discussion has come up 8 different times for the Council consideration and has died each time.

ACTION: Council Member Reid made a motion to have the question be on the ballot. Council Member Tricoche seconded the motion and it failed 2-4, with Council Members Fuller, Salver, Yaffe, and Mayor Leonard opposed.

Item 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.

Town Manager Wasson suggested limiting the amount of cars per construction site for the west island. To identify the cars that belong to employees on the site at all times.

Council Member Salver did not agreed with the proposed plan.

Item 27. Discussion requested by Council Member Salver regarding the current parking plan for constructions sites in the Town.

Town Clerk Siegel stated that the Code required a construction staging plan for the East Island and the project was required to designate a space for the workers to park. The Code was not specific on the west island.

Council Member Salver suggested amending the Code to require the staging plan for the west island.

Consensus was for staff to bring back an ordinance on first reading to mandate the west island to have a construction plan.

Item 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.

Council Member Fuller ask for the Council consideration to use the vacant lot located on 95th Street and West Bay Harbor Drive to be utilize as an amphitheater for events such as Outdoor Movie Nights.

Council Member Reid liked the idea and asked to remain vigilant on the sound. She suggested blocking off the street when the vacant lot was used for Town events.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and supported the proposed location for an amphitheater.

CLOSED PUBLIC COMMENT

Consensus was for staff to come back with design samples and costs.

There being no further business to discussed meeting was adjourned 10:47 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 5.

ITEM: Resolution establishing supplementary rules for the Parks and Recreation Committee. Enclosed is a copy of the resolution for advisory committees that was adopted by the Town Council in 2014. Also enclosed is the proposed resolution for the Parks and Recreation Committee.

DESCRIPTION:

Attached is a resolution establishing rules for the Parks and Recreation Committee. This was discussed at the last meeting in terms of membership, providing for alternates and providing for a method of removing members who don't participate to allow residents who wish to contribute to join the committee. This was done at the request of the Chair of the committee who appeared before the Town Council at the last meeting..

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Parks and Rec Resolution	Proposed Parks and Rec Committee Resolution - version 2.doc
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RESOLUTION NO. ____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
CREATING AND ESTABLISHING RULES FOR THE
PARKS AND RECREATION COMMITTEE; PROVIDING
FOR SEVERABILITY AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Town Council of the Town of Bay Harbor Islands is responsible for the public health, safety, and welfare of the citizens of the Town of Bay Harbor Islands and those coming to the Town; and

WHEREAS, the Town Council has determined that in order to deal with issues relating to the planning and developing of parks and to plan for the provision of certain education, recreation, leisure and cultural development for the citizens of the Town of Bay Harbor Islands, the Town Council should create a committee to advise them on such matters;

NOW THEREFORE, be it resolved that the Town Council adopts this resolution establishing specific rules for the Parks and Recreation Committee in addition to those already in place by Resolution No. 2028:

Section 1. Name of the Committee: The Parks and Recreation Committee, referred to as the “Committee.”

Section 2. Mission: The Committee is charged with advising the Town Council upon issues involving the development and renovation of parks and recreational facilities that provide the Town of Bay Harbor Islands residents with opportunities for education, recreation, leisure and cultural development. The Committee will accomplish this mission through long-range planning and policy formation based upon monitoring public need and usage of park and recreational facilities for recommendation to the Town Council.

Section 3. Committee Membership

Applicants. The Town Clerk shall publish a notice advising the public of vacancies on the Committee.

Appointments and Terms. The membership of the Committee shall be a minimum of five (5) members with a maximum of seven (7). Two (2) additional members may be appointed by the Town Council to serve as alternates. Alternates may attend Committee Meetings in order to establish a quorum and, thereafter, participate in the discussion and vote on the matters presented. Alternates shall not vote or participate in discussion if a quorum is present without the alternate(s). All appointments shall be residents of the Town for a minimum of six (6) months or shall demonstrate an ownership interest for a minimum of six (6) months in a business located in the Town for a minimum of six (6) months. All appointments shall be for a two (2) year term.

Attendance. Committee members who are absent three (3) or more times during a twelve (12) month period shall be subject to removal by the Town Council. The Committee staff

liaison shall notify the Town Clerk when a member is absent more than three (3) times in a twelve (12) month period. The Town Clerk shall notify the Town Council of such absence and the Council shall decide if replacement is necessary and a vacancy exists.

Compensation. Committee members shall serve without compensation and shall not be reimbursed for travel, mileage ,or per diem expenses.

Section 4. Leadership – Chair and Vice Chair

During the organizational meeting of the Committee each year, the membership shall elect a committee member to serve as Chairperson. The Committee may also elect a Secretary and a Vice Chairperson to preside in the absence of the Chairperson.

Section 5. Standard Procedures

Staff Liaison. The Town Manager shall designate a staff member to serve as a liaison to the Committee. The liaison shall attend Committee meetings and provide staff support.

Notice of Meetings. The Town Clerk shall be responsible for providing public notice of all Committee meetings, in accordance to Resolution No. 1050, adopted 8-13-07.

Agenda. The staff liaison, in consultation with the chairperson shall prepare an agenda for each Committee meeting. The agenda shall be submitted to the Town Clerk for posting as required by Resolution No. 1050 referenced above.

Meetings. The Committee shall meet at least quarterly. The chairperson shall have the right to call meetings more often. The Town Clerk shall advise the Town Council if a Committee has not met at least once a quarter, at which time, the Town Council shall take a vote as to whether to dissolve the Committee.

Quorum. The presence of a majority of the Committee members shall constitute a quorum. If a quorum is not present, the meeting shall not take place and no discussions, presentations, or exchange amongst Committee members shall occur.

Rules of Procedures. The Committee may adopt its own order of business and rules of procedure governing its meetings, and take action on matters within its jurisdiction, not inconsistent with the provisions set forth herein. Such rules and procedures shall be filed with the Town Clerk. The Committee shall comply with all requirements of Chapter 119 (Public Records) and 286 (Sunshine Law), of the Florida Statutes, together with the Town Code of Ordinances.

Expenditures. Any expenditure that the Committee wishes to make shall require prior approval of the Town Council.

Professional Consultants. If the Committee requires assistance from a consultant that will require expenditure(s) from the Town, the Committee shall request and receive prior approval from the Town Council, in writing. A request shall be submitted to the Town Clerk to be placed on the Town Council agenda.

Committee Reports. The Chairperson or his/her designee shall submit a written report to the Town Clerk, that shall set forth the Committee's recommendations to the Town Council. The contents of the report shall be approved by the Committee prior to the submission to the Town Clerk and the Committee's presentation of the report to the Town Council, through its representative, at a publicly held meeting.

Section 6. Sunset Provision

The Committee shall remain in existence for at least two (2) years after the effective date of this enabling resolution. If the Committee membership falls below five (5) members, the Committee shall cease to exist unless the Town Council adopts a new enabling resolution.

Section 7. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 8. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this _____ day of _____ 2017.

Mayor Jordan W. Leonard

ATTEST:

Marlene M. Siegel
TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 6.

ITEM: Approval of proposal in the amount not to exceed \$18,600 in favor of Hazen and Sawyer to perform Night Flow Isolation testing for the sewer collection system. Approval should include an appropriation from Sewer Fund Reserves. Enclosed is a copy of the proposal.

DESCRIPTION:

The County requires that the all municipalities reduce infiltration and inflow into sewage collection systems below the threshold amount of 5,000 gallons per day per inch diameter mile. In the event of non-compliance the County shall impose sewer moratoriums for those sub basin (s) that illustrate excessive flows.

In November 2016, a report submitted by the Town identified three sub-basins with flows above the threshold: E (Lift Station next to School on WBHD) and F (located at the intersection of 93rd Street and EBHD) and Station C (located on 101st Street). In that report the Town argued that the excessive flows in the three stations were related to water consumption and infiltration. To support this claim tests were conducted to compare the chloride content of the excess flow with the bay water.

The tests illustrated that the characteristics of the excessive flow resembled sewage as the chloride contents were substantially lower than the bay water. The Town argued that if infiltration is occurring the proximity of the bay suggests that the chloride levels ought to be much higher than the measured amounts.

DERM indicated that this argument could only be made only after other options were exhausted.

Since the November 2016 report the Town has performed substantial repairs using T-Liner. The purpose of this expenditure with Hazen and Sawyer is to (1) remeasure nightly flows, and (2) show that any excess flows are NOT infiltration, and (3) show that the Town is in compliance and avoid potential sewer moratoriums.

A proposal from, Hazen and Sawyer is attached.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

This item was not budgeted. Funds in the amount of \$18,600.00 to be funded from the Sewer Fund Reserves.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Proposal for Flow Monitoring	2017-0719 - BHI - Flow monitoring and reporting proposal.pdf
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Hazen and Sawyer
4000 Hollywood Boulevard, 750N • Hollywood, FL 33021

July 19, 2017

Randy Daniel, PE
Town Engineer/Director of Public Works
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Proposal for Flow Monitoring and Reporting

Dear Mr. Daniel:

Hazen and Sawyer (Hazen) is pleased to submit this proposal to provide professional engineering services for flow monitoring and reporting on behalf of the Town of Bay Harbor Islands (Town). A scope of work, fee, schedule, and assumptions for this requested Work Authorization are presented below.

SCOPE OF WORK

Flow evaluation conducted by others in 2006 and 2009 identified three basins with flows in excess of the Miami-Dade County standard of 5,000 gallons per day-inch-mile (GPDIM). These basins are associated with pneumatic ejector stations F, E, and C (also referred to as Basins 3, 4, and 5 respectively). Since that time, the Town has conducted extensive rehabilitation to reduce infiltration and inflow (I/I) in the subject basins, and the Town now wishes to assess whether flows have been reduced to within the 5,000 GPDIM standard or if further rehabilitation work is needed for compliance.

The following scope of work is proposed to assist the Town in evaluation of this question.

- Conduct visits to each of the three pneumatic ejector stations to confirm access and requirements for temporary meter installation.
- Install a temporary meter at each of the three stations to measure 24-hour flows for a two-week period. Uninstall meters and download data for analysis.
- Process flow data and calculate the GPDIM value for each basin to assess if further investigation and rehabilitation work may be needed.
- Incorporate contemporaneous water usage data into the analysis.
- Develop a brief report to document the work and present flow data that will meet Miami-Dade Regulatory and Economic Resources, Department of Environmental Resources Management (RER-DERM) compliance guidelines for the Sanitary Sewer Evaluation Survey (SSES) Phase 3 submittal.

FEE

Lump sum fees for the work are requested as follows.

No.	Task Description	Fee
1	Install/uninstall meters and download data (subcontractor)	\$10,000
2	Data processing and reporting	\$8,600
3	Recommended Overall Budget	\$18,600

SCHEDULE

Work will be coordinated with the Town to expedite assessment of Miami-Dade County Code compliance status. Meter installation and associated tasks will be scheduled immediately following authorization to proceed.

ASSUMPTIONS

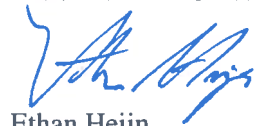
The following assumptions apply to this scope of work.

1. Town personnel will accompany Hazen and subcontractor personnel and provide access to each station.
2. The Town uses "Smart Meters" in its potable water system and records usage data. It is assumed that the Town will provide water usage data, for the specific properties discharging to the pneumatic ejector stations studied and for the same time period of the night flow evaluation. Hazen will incorporate these data in the GPDIM calculations. Particularly for the multi-family and high-rise properties that dominate the Town's East Island, subtraction of metered water usage data presents a potentially powerful tool to differentiate infiltration from sanitary flow and thereby achieve compliance with the RER-DERM standard of 5,000 GPDIM.
3. Inch-mile values from the 2006 and 2009 studies will be used without modification. The Town will provide Hazen with any revisions to those values.

We are grateful for the opportunity to assist the Town with this project. Should you have any questions or wish to discuss this project, please call us at your earliest convenience.

Please contact me at 954-987-0066 with any questions or comments concerning this submittal.

Very truly yours,
HAZEN AND SAWYER, P.C.



Ethan Heijn
Senior Associate

c. Chris Kish – Hazen and Sawyer

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 7.

ITEM: Approval of inland marine insurance policy for the Shepard Broad Causeway Bridge for the year beginning July 15, 2017 to July 14, 2018 in the amount of \$159,639. Enclosed is a copy of Finance Director Alan Short memorandum.

DESCRIPTION:

It is requested that the Town Council approve the marine inland insurance renewal from Westchester Surplus Lines Insurance Company in the amount of \$159,636

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This is a budgeted item in the causeway fund.

BUDGET IMPACT:

Submitted By: Alan Short, Finance Director

ATTACHMENTS

1.	Bridge Insurance Memorandum	BRIDGE INS 1718.pdf
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TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: JULY 21, 2017
TO: HONORABLE MAYOR AND COUNCIL
VIA: RONALD J. WASSON, TOWN MANAGER
FROM: ALAN K. SHORT, FINANCE DIRECTOR
RE: BRIDGE INSURANCE

I authorized renewal of the insurance policy on the Broad Causeway Bridge on July 15th to avoid a lapse in coverage (the policy year is July 15 to July 14). Public Risk Insurance Agency solicited fourteen carriers including the incumbent, Westchester Surplus Lines Insurance Company. Westchester is rated A++ (Superior) by A.M. Best. The premium decreased from last year's \$172,239 to \$159,639.

The market for insurance of this type is extremely limited. The League of Cities does not provide coverage for bridges. In the past, I have contacted the State of Florida Division of Risk Management and the Miami-Dade County Risk Management Division Property and Casualty Unit. The State of Florida Division of Risk Management does not have any programs to provide insurance or place coverage (e.g., by "piggy-backing") for units of local government. Miami-Dade County does not insure any of their bridges. I have attached a copy of the marketing summary provided by Public Risk Insurance Agency.

Covenants relating to the outstanding debt on the Causeway require that the causeway be insured.

It is requested that the Council approve my decision to renew our inland marine coverage for the ICW Bridge for the year beginning July 15, 2017 from Westchester Surplus Lines Insurance Company for a total premium of \$159,639.

REV 6/21/2017

MARKET SUMMARY

Town of Bay Harbor Islands

Carriers	Clearance	Notes
ACE	Incumbent	Quoted: See Proposal
ADMIRAL	Clear	Decline: Cannot offer wind coverage
ALLIANZ	Clear	Decline: Not competitive with Westchester
ALTERRA	Clear	Decline: No wind or flood
AMRISC	Clear	Decline: Causeway risks outside targeted classes of business
AWAC – IM	Clear	Decline: No wind
AXIS	Clear	Decline: Will review next year once renovation work is completed; updated engineering report
GENSTAR	Clear	Decline: Class of business
GREAT AMERICAN	Clear	Decline: No Wind & Flood
LEXINGTON	Clear	Decline: Not competitive with Westchester
MT HAWLEY	Clear	Decline: Outside targeted class of business
STARR – IM	Clear	Decline: Not competitive with Westchester
TRU INS - IM	Clear	Decline: No wind or flood on primary basis
XL – IM	Clear	Decline: Coastal exposure

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 9.

ITEM:

Request for **approval** by Congress Driftwood, LLC. for a sales center for two projects being built on 10301 E. Bay Harbor Drive and 9781 E. Bay Harbor Drive. The sales center would be located on an existing building, 9919-9927 E. Bay Harbor Drive, which is being renovated to accommodate this temporary use. Enclosed are copies of the request letter, plans for the renovations and staff report from Town Planner Michael Miller.

DESCRIPTION:

The proposed sales center would be located at 9919-9927 East Bay Harbor Drive. According to the Town Code Section 23-4(7), a temporary sales center needs to be approved by the Town Council. See code section below:

"Temporary *sales* and business offices, construction trailers, and model dwelling units, but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to such time limits and other any other conditions as may be imposed by the town council at its discretion."

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Sales Center Request	sales center - 9919-27 EBHD.pdf
2.	Town Planner Report	BHI TC Staff Report Temp Sales Center 9919-27 EBHD.pdf

Congress Driftwood LLC

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

RE: Request for a Temporary Sales Center for 9919-9927 East Bay Harbor Drive, Bay Harbor Islands, FL 33154

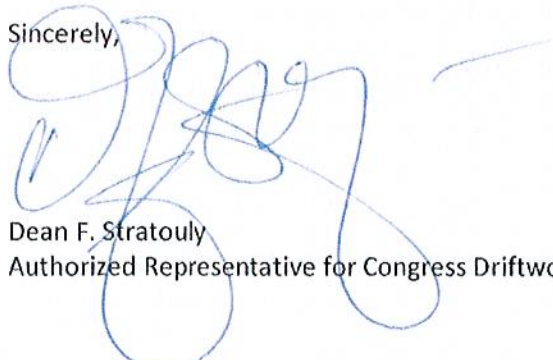
To Whom it May Concern,

This letter's purpose is to explain the request for a Temporary Sales Center at the above referenced address. The building was formerly The Maine Villas Condominium. The Temporary Sales Center would market condominium units for projects located on two other lots on East Bay Harbor Drive. The projects being marketed are located at 9781 East Bay Harbor Drive and 10301 East Bay Harbor Drive.

There will be approximately three staff members working from this location. The hours of operation will be Monday through Friday from 10am to 6pm and Saturday and Sunday by appointment only. The lot and its two adjoining lots (also owned by Congress Driftwood LLC) will provide a total of 23 parking spaces for the Temporary Sales Center.

The Temporary Sales Center is expected to operate at this location for approximately 18 months. The building will then be demolished to allow for the development of a new project that will be built on the Temporary Sales Center lot together with the two aforementioned adjoining lots.

Sincerely,



Dean F. Stratouly
Authorized Representative for Congress Driftwood LLC.

RESOLUTION NO. 2106

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR THE BAY HARBOR NORTH PROJECT LOCATED AT 10301 EAST BAY HARBOR DRIVE.

WHEREAS, on April 26, 2016, Congress BHN, LLC (hereinafter the "Applicant"), filed an initial application for site plan approval. On October 5, 2016 Applicant submitted a revised site plan for a ten (10) dwelling unit mid-rise residential development, consisting of one (1) story of parking and seven (7) stories of habitable units thereupon located at 10301 East Bay Harbor, Bay Harbor Islands, Florida, and legally described as:

Lot 1 of Block 4, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of M-D County;

(hereinafter the "Project" or "Site Plan"); and

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

WHEREAS, on November 1, 2016 the Town's Planning and Zoning Board approved the Site Plan, pursuant to Section 5-23.1(a) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. **Recitals.** The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

2. **Finding.** The Planning and Zoning Board finds that the Site Plan is consistent with the criteria set forth in Section 5-23.1 of the Code and approves the Site Plan submitted October 5, 2016, subject to the below conditions for approval.

3. **Effective Date.** This Resolution shall take effect upon the date of its adoption (the "Effective Date").

4. **Conditions of Approval.**

A. This approval is based on the Site Development Plans prepared by Bermello Ajamil & Partners, submitted on October 5, 2016. Any material revisions require a separate approval from staff and/or the Planning and Zoning Board, as specified in the Town Code.

B. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the Project meets school concurrency requirements. Applicant shall coordinate with Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at the public schools that serve the Project. If mitigation is

required, an agreement, including any payment, must be finalized prior to the issuance of building permits.

- C. Payment of all required Town impact fees prior to issuance of building permits.
- D. When the Miami-Dade Fire Department formally reviews the Project, if any material revisions are required, a re-approval of the Site Plan shall be required by staff or the Planning and Zoning Board, as specified in the Code.
- E. Applicant shall submit final working plans within 365 days after the Effective date of this Resolution, unless extended by the Town Manager, or his or her designee, for up to 180 days. Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his or her designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the Site Plan, except and unless this Resolution is extended pursuant to the Code or other valid extension as prescribed by Florida law.
- F. The existing overhead power lines adjoining the Project shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant, pursuant to Section 18-22 of the Code.

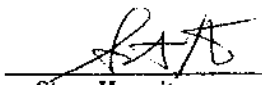
5. **Severability.** If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

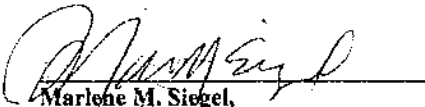
PASSED this 1st day of November, 2016.

**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

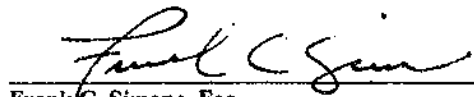
By: _____


**Steve Hurwitz,
Chair Person**

ATTEST:


**Marlene M. Siegel,
Town Clerk**

APPROVED AS TO FORM:


**Frank C. Simone, Esq.,
Assistant Town Attorney**

RESOLUTION NO. 2102

**A RESOLUTION OF THE PLANNING AND ZONING
BOARD OF THE TOWN OF BAY HARBOR ISLANDS,
FLORIDA, APPROVING THE SITE DEVELOPMENT
PLAN APPLICATION FOR THE BEAU RIVAGE
CONDOMINIUM.**

WHEREAS, Congress BHE, LLC c/o The Congress Group (hereinafter the "Applicant"), filed an initial application for site plan approval on April 23, 2016. On August 29, 2016, Applicant submitted a revised site plan for a nine (9) unit condominium building, consisting of one (1) story of parking and seven (7) stories of habitable units thereupon located at 9781 East Bay Harbor Dr., Bay Harbor Islands, Florida, and legally described as:

Lot 28, Block 4, "Bay Harbor Island" according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public records of Miami-Dade County;

(hereinafter the "Site Plan" or the "Project"); and

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

WHEREAS, on September 20, 2016, the Town's Planning and Zoning Board approved the Site Plan, pursuant to Section 5-23.1(c) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. **Recitals.** The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. **Finding.** The Planning and Zoning Board finds that the Site Plan is consistent with the criteria set forth in Section 5-23.1 of the Code and approves the Site Plan dated August 29, 2016, subject to the below conditions for approval.
3. **Effective Date.** This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. **Conditions of Approval.**
 - A. This approval is based on the Site Plan dated August 29, 2016. Any modifications thereto shall require separate approvals from either staff or the Planning and Zoning Board, as specified in the Code.
 - B. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the Project meets school concurrency requirements. Applicant shall coordinate with Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at the public schools that serve the Project. If mitigation is required, an agreement, including any payment, must be finalized prior to the issuance of building permits.

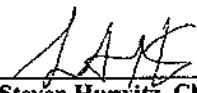
- C. Payment of all required Town impact fees prior to issuance of building permits.
- D. When the Miami-Dade Fire Department formally reviews the Project, if any material site design changes are required, a re-approval of the Site Plan shall be required by staff or the Planning and Zoning Board, as specified in the Code.
- E. Applicant shall submit final working plans within 365 days after the Effective date of this Resolution, unless extended by the Town Manager, or his or her designee, for up to 180 days. Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his or her designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the Site Plan, except and unless this Resolution is extended pursuant to the Code or other valid extension as prescribed by Florida law.
- F. The existing overhead power lines adjoining the Project shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant, pursuant to Section 18-22 of the Code.

5. **Severability.** If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED this 20th day of September, 2016.

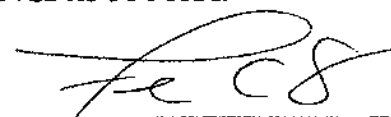
PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: 
Steven Hurwitz, Chair Person

ATTEST:


Marlene Siegel, Town Clerk

APPROVED AS TO FORM:


Frank C. Simone, Esq., Assistant Town Attorney

Town of Bay Harbor Islands

APPLICATION FOR BUSINESS TAX RECEIPT - BUSINESS DISTRICT

PRINT OR TYPE ALL INFORMATION REQUESTED

BEFORE OPENING A BUSINESS IN BAY HARBOR ISLANDS MAKE SURE YOU CHECK WITH THE BUILDING DEPARTMENT FOR CERTAIN CONDITIONS THAT MAY APPLY TO THE BUSINESS OR LOCATION.

EXAMPLE: Change of Use and Occupancy Inspections
Fire Department Inspections
Sign Regulations

PROCESSING FEE - \$25.00

(For official use only)

DATE RECEIVED: _____
DATE ISSUED: _____ LICENSE FEE: \$ _____
ACCT. NO. _____ LICENSE NO. _____
CLASSIFICATION: _____

INDICATE TYPE OF OWNERSHIP OF BUSINESS: ☐ Individual ☐ Corporation ☒ Partnership ☐ Other _____

*APPLICANT: Congress Driftwood LLC		DATE OF BIRTH: _____
E-MAIL ADDRESS: mthompson@congressgroup.com		WORK PHONE: (617) 897-7200
SS#: _____	FEIN: 811020264	DRIVER LICENSE: _____
BUSINESS NAME: The Waters Sales Center		CELL PHONE: _____
DOING BUSINESS AS (dba): The Waters Sales Center		
BUSINESS ADDRESS: c/o The Congress Group Inc., 33 Arch Street, Ste 1100, Boston, MA 02110		
MAILING ADDRESS (if different) Same		
DESCRIPTION OF BUSINESS (provide details) Business will be a Marketing/Sales Center for The Waters East and The Waters North Condominium projects which are located in Bay Harbor		

ESTIMATED NUMBER OF EMPLOYEES: 3 DAYS BUSINESS WILL BE OPEN: Monday-Friday & by Appt on weekends HOURS: M-F 10-6, Sat & Sun by Appt
WILL BUSINESS HAVE VENDING MACHINES No IF SO, WHAT PRODUCT WILL BE VENDED: _____
ATTACH THE FOLLOWING DOCUMENTS:

CERTIFICATIONS ISSUED BY STATE/COUNTY AGENCIES
COPY OF ARTICLES OF INCORPORATION OR ARTICLES OF ORGANIZATION
LIST OF CORPORATE OFFICERS (Including Name, Address and Telephone Numbers)
COPY OF LEASE (IF APPLICANT IS OTHER THAN OWNER)
IF PROPERTY OWNER, PROVIDE COPIES OF DEED OR OTHER DOCUMENTS SHOWING OWNERSHIP

LIST NAME, ADDRESS AND TYPE OF BUSINESS (both current and previous) YOU HAVE OPERATED:
NONE

LIST THREE (3) REFERENCES: (Note if you list a bank, corporation, etc. include name of a contact person)

NAME	ADDRESS	PHONE
Boston Private Bank - Rusty Stieff	10 Post Office Square, Boston, MA 02109	(617) 912-9440
Bercow Radell & Fernandez	200 S. Biscayne Blvd, Ste 850, Miami, FL 33131	(305) 374-5300
Ocean Consulting LLC	340 Minorca Ave, Ste 7, Coral Gables, FL 33134	(305) 921-9344

I understand that in applying for a business license in the Town of Bay Harbor Islands it is my obligation to understand and comply with the rules and regulations of the Town of Bay Harbor Islands. I acknowledge receipt of a copy of the Town's sign regulations, if applicable.

APPLICANT'S SIGNATURE DEAN F. STRATOULY DATE: 7.17.17
DEAN F. STRATOULY, AUTHORIZED REPRESENTATIVE

FOR RESTAURANTS/FOOD ESTABLISHMENTS,
A SOLID WASTE DEPOSIT IS REQUIRED (This
amount can be adjusted depending upon monthly
volume usage)

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED
PLEASE BE SURE TO ATTACH ALL REQUIRED DOCUMENTATION

Town of Bay Harbor Islands

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Before the issuance of a Certificate of Occupancy will be granted for the completion of a building permit or for a Business Tax Receipt, the following information must be provided.

Per the Florida Building Code, Section 503 and 307, the premises must be inspected and approved prior to new occupancy being granted.

Date: 07/14/2017

Business Location	9919-9927 East Bay Harbor Drive
Previous Tenant: (name)	Maine Villas Condominium
Previous Use (type of business)	Condominium Residences
New Business Name	The Waters Sales Center
New Tenant's Name	The Waters Sales Center
Telephone Number	None yet
Contractor's Name and Address and Phone Number	NuSpace, 1111 Kane Concourse, Ste 111, Bay Harbor, FL 33154 Phone: (305) 945-3919

OFFICIAL USE ONLY

Town Clerk:

Type of Business Compliant with Code? ☐ Yes ☐ No
Council Approval Required? ☐ Yes ☐ No

Council Approval Date: _____

Town Clerk: _____ Town Clerk Approval Date: _____

Police Department:

Background Investigation Completed? ☐ Yes ☐ No Date: _____

Approval for License ☐ Yes ☐ No

Date: _____

Officer's Name: _____ Officer's Signature: _____

Officer's Remark:

Building Department:

Change of Use? ☐ Yes ☐ No

Inspections Required:

- ☐ Code Compliance
- ☐ Building
- ☐ Electrical
- ☐ Mechanical
- ☐ Fire
- ☐ Public Works
- ☐ DERM

Inspector: _____
Inspector: _____
Inspector: _____
Inspector: _____
Inspector: _____
Inspector: _____
Inspector: _____

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

CORPORATE OFFICERS/AUTHORIZED REPRESENTATIVES

Dean F. Stratouly

c/o The Congress Group Inc.
33 Arch Street, Suite 1100
Boston, MA 02110
617-897-7242

Paula S. Phillips

c/o The Congress Group Inc.
33 Arch Street, Suite 1100
Boston, MA 02110
617-897-7245

Vincent Chiozzi

c/o The Congress Group Inc.
33 Arch Street, Suite 1100
Boston, MA 02110
617-897-7230

State of Florida

Department of State

I certify from the records of this office that CONGRESS DRIFTWOOD LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on January 19, 2016.

The document number of this limited liability company is M16000000472.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on April 19, 2017, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of July, 2017*



Ken DeFoner
Secretary of State

Tracking Number: CU7922985119

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 20, 2016

WOLTERS KLUWER
CONNIE BRYAN

Qualification documents for CONGRESS DRIFTWOOD LLC were filed on January 19, 2016, and assigned document number M16000000472. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

The certification you requested is enclosed.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>

Please notify this office if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Jenna D Harris
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 016A00001186

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "CONGRESS DRIFTWOOD
LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF
DECEMBER, A.D. 2015, AT 12:33 O'CLOCK P.M.



5914713 8100
SR# 20167219065

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203573698
Date: 12-22-16

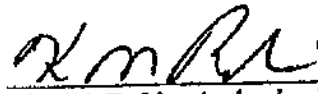
STATE OF DELAWARE
LIMITED LIABILITY COMPANY CERTIFICATE OF FORMATION
CONGRESS DRIFTWOOD LLC

The undersigned, desiring to form a limited liability company (the "Company") under the Limited Liability Company Act of the State of Delaware (Delaware Code, 6 §§ 18-101 et seq.), (the "Act"), certifies as follows:

FIRST: The name of the limited liability company is Congress Driftwood LLC.

SECOND: The address of its registered office in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The registered agent for service of process on the Company is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

In Witness Whereof, the undersigned has executed this Certificate of Formation this ^{22nd} ~~23rd~~ day of December, 2015.



Kim M. Rubin, Authorized Person

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONGRESS DRIFTWOOD LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CONGRESS DRIFTWOOD LLC" WAS FORMED ON THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2015.



5914713 8300

SR# 20167219065

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203573691

Date: 12-22-16

M16000000 472

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700281174907

01/20/16--01003--028 **160.00

RECEIVED
16 JAN 19 PM 4:34
NOT INTENDED
TO BE ACHIEVED
SUFFICIENCY OF FILING

FILED
2016 JAN 19 AM 9:51
STATE OF FLORIDA
TALLAHASSEE

JAN 20 2016
J. HARRIS

CT

January 19, 2016

Secretary of State, Florida
2661 Executive Circle Center
Tallahassee FL 32301

Re: Order #: 9850314 SO
Customer Reference 1: None Given
Customer Reference 2: None Given

Dear Secretary of State, Florida :

Please obtain the following:

Congress Driftwood LLC (DE)
Registration
Florida

Congress Driftwood LLC (DE)
Certificate of Status-Foreign
Florida

Congress Driftwood LLC (DE)
Obtain Document - Misc - Certified Copy of Qualification
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092 .

Thank you very much for your help.

Sincerely,

Connie R Bryan
Senior Fulfillment Specialist
Connie.Bryan@wolterskluwer.com

**TO: Registration Section
Division of Corporations**

SUBJECT: Congress Driftwood LLC

Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Kim M. Rubin, Esq.

Name of Person

c/o The Congress Group

Firm/Company

33 Arch Street, Suite 1100

Address

Boston, MA 02110

City/State and Zip Code

krubin@krubinlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Kim M. Rubin

617

897-7200

at ()

Name of Contact Person

Area Code

Daytime Telephone Number

MAILING ADDRESS:

Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:

Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &
Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy

☒ \$160.00 Filing Fee, Certificate
of Status & Certified Copy

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Congress Driftwood LLC

(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Delaware

(Jurisdiction under the law of which foreign limited liability company is organized)

3. applied for

(FEI number, if applicable)

4. January 25, 2016

(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110

(Street Address of Principal Office)

6. c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110

(Mailing Address)

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: CT Corporation System

Office Address: 1200 South Pine Island Road

Plantation, Florida 33324

(City)

(Zip code)

Registered agent's acceptance:

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

(Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage/is/are:

Dean P. Stratouly, authorized representative

Paula S. Phillips, authorized representative

Vincent A. Chiozzi, Jr., authorized representative

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

(Signature of an authorized person)

This document is executed in accordance with section 605.0203(1)(b), Florida Statutes. I am aware that any false information

2016 JAN 19 AM 9:51
TALLAHASSEE, FLORIDA

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "CONGRESS DRIFTWOOD LLC" IS DULY FORMED
UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND
HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS
OF THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2015.



S914713 8300

SR# 20151487939

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 10675425

Date: 12-23-15

2017 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M16000000472

Entity Name: CONGRESS DRIFTWOOD LLC

Current Principal Place of Business:

C/O THE CONGRESS GROUP INC
33 ARCH STREET SUITE 1100
BOSTON, MA 02110

Current Mailing Address:

C/O THE CONGRESS GROUP INC
33 ARCH STREET SUITE 1100
BOSTON, MA 02110 US

FEI Number: NOT APPLICABLE

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MEMBER	Title	MEMBER
Name	CONGRESS MERI BAY HARBOR HOLDINGS LLC	Name	MFERI BAY HARBOR HOLDINGS LLC
Address	C/O THE CONGRESS GROUP INC 33 ARCH STREET SUITE 1100	Address	1280 MASSACHUSETTS AVENUE
City-State-Zip:	BOSTON MA 02110	City-State-Zip:	CAMBRIDGE MA 02138

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CONGRESS MERI BAY HARBOR HOLDINGS LLC

MEMBER

04/19/2017

Electronic Signature of Signing Authorized Person(s) Detail

Date

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CONGRESS DRIFTWOOD LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2015, AT 12:33 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "CONGRESS DRIFTWOOD LLC".



5914713 8100H
SR# 20163094399

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202302381
Date: 05-11-16

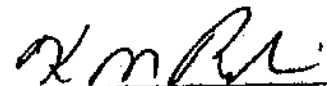
STATE OF DELAWARE
LIMITED LIABILITY COMPANY CERTIFICATE OF FORMATION
CONGRESS DRIFTWOOD LLC

The undersigned, desiring to form a limited liability company (the "Company") under the Limited Liability Company Act of the State of Delaware (Delaware Code, 6 §§ 18-101 et seq.), (the "Act"), certifies as follows:

FIRST: The name of the limited liability company is Congress Driftwood LLC.

SECOND: The address of its registered office in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The registered agent for service of process on the Company is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

In Witness Whereof, the undersigned has executed this Certificate of Formation this ^{22nd}~~23rd~~ day of December, 2015.



Kim M. Rubin, Authorized Person

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0010

WARRANTY DEED

THIS INDENTURE, made this 17th day of May, 2016, by Thomas J. Telesco and Lyn M. Telesco, husband and wife, whose mailing address is 9925 East Bay Harbor Drive, Bay Harbor Islands, FL 33154, ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9919 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
In our presence:

GRANTOR:

Print Name: WADE D JONES
 Print Name: WADE D JONES
 Print Name: WADE D JONES
 Print Name: WADE D JONES

Thomas J. Telesco
 THOMAS J. TELESKO

Lyn M. Telesco
 LYN M. TELESKO

STATE OF FLORIDA)
) ss:
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas J. Telesco and Lyn M. Telesco, who (X) are personally known to me.

Jennifer Morales
 Notary Public, State of Florida
 Name: Jennifer Morales
 (affix notary seal)



EXHIBIT "A"

Permitted Exceptions

1. Easement for utilities reserved in Declaration of Restrictions, recorded May 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 17th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following units in the Condominium from Thomas J. Telesco and Lyn M. Telesco (collectively, "Seller"), with such units more particularly described below (collectively, the "Acquisition"):

Condominium Units 9919 and 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

CFN: 20160311186 BOOK 30090 PAGE 4470
DATE: 05/26/2016 11:19:12 AM
DEED DOC 4,983.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This Instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0040

WARRANTY DEED

THIS INDENTURE, made this 17th day of May, 2016, by Thomas J. Telesco and Lyn M. Telesco, husband and wife, whose mailing address is 9925 East Bay Harbor Drive, Bay Harbor Islands, FL 33154 ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

MIADOCS 12729510 | 39354.0008

CFN: 20160311186 BOOK 30090 PAGE 4471

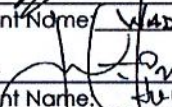
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

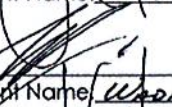
Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
In our presence:

X 
Print Name: WADE D JONES


Print Name: WADE D JONES

X 
Print Name: WADE D JONES


Print Name: WADE D JONES

GRANTOR:


THOMAS J. TELESKO


LYN M. TELESKO

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas J. Telesco and Lyn M. Telesco, who () are personally known to me.


Notary Public, State of Florida
Name: Jennifer Morales
(affix notary seal)



MIADOCs 12729510 1 39354.0008

2

CFN: 20160311186 BOOK 30090 PAGE 4472

EXHIBIT "A"

Permitted Exceptions

1. Easement for utilities reserved in Declaration of Restrictions, recorded May 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCs 12729510 | 39354.0008

CFN: 20160311186 BOOK 30090 PAGE 4473

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 17th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following units in the Condominium from Thomas J. Telesco and Lyn M. Telesco (collectively, "Seller"), with such units more particularly described below (collectively, the "Acquisition"):

Condominium Units 9919 and 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCs 12367584 1

CFN: 20160311186 BOOK 30090 PAGE 4474

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

Witnessed by:	ASSOCIATION:
Name: <u>Wade D Jones</u>	THE MAINE VILLAS, a Florida not-for-profit corporation
Name: <u>Thomas Telesco</u>	By: <u>Thomas Telesco</u>
	Name: Thomas Telesco
	Title: Director and Treasurer

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas Telesco, as Director and Treasurer of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He is (X) personally known to me or () has presented Florida Driver's License, as identification.

Jennifer Morales
Name: Jennifer Morales
Notary Public, State of Florida
Commission No. FF 77775
My Commission Expires: 12/18/17



- 2 -

MIADOCS 12367584 1

CFN: 20160311183 BOOK 30090 PAGE 4458
DATE: 05/26/2016 11:19:12 AM
DEED DOC 6,183.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shults & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0020

WARRANTY DEED

THIS INDENTURE, made this 23 day of May, 2016, by Elie William Bardawil, a married man, whose mailing address is 19440 East Lake Drive, Miami Lakes, Florida 33015-2216 ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "**Property**") described as follows:

Condominium Unit 9921 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "**Permitted Exceptions**"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Elie William Bardawil represents and warrants that the property described herein is not and has never been his place of residence, nor is it or has it ever been contiguous thereto and therefore is not homestead property according to Florida Law. Elie William Bardawil homestead address is: 19440 East Lake Drive, Miami Lakes, FL 33015-2216.

CFN: 20160311183 BOOK 30090 PAGE 4459

Together with any and all structures, improvements and fixtures thereon or therein;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

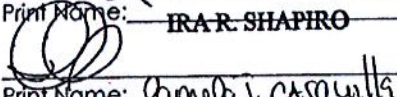
IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
In our presence:

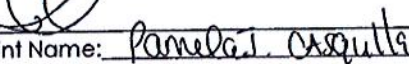
GRANTOR:


Print Name: IRA R. SHAPIRO


ELIE WILLIAM BARDAWIL


Print Name: Pamela J. Casquilla


Print Name: IRA R. SHAPIRO


Print Name: Pamela J. Casquilla

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 23 day of May, 2016 by Elie William Bardawil, who () is personally known to me or (cf) has produced driver's license as identification.



IRA R. SHAPIRO
MY COMMISSION # FF 042476
EXPIRES: December 4, 2017
Bonded Third Party Notary Services


Notary Public, State of Florida
Name: IRA R. SHAPIRO
(affix notary seal)

MIADOCS 12729264 I 39354.0008

CFN: 20160311183 BOOK 30090 PAGE 4460

EXHIBIT "A"**Permitted Exceptions**

1. Easement for utilities reserved in Declaration of Restrictions, recorded April 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCs 12729264 1 39354.0008

CFN: 20160311183 BOOK 30090 PAGE 4461

This Instrument Prepared by and Return to:

J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 24th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following unit in the Condominium from Elie William Bardawil ("Seller"), with such unit more particularly described below (collectively, the "Acquisition"):

Condominium Unit 9921 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

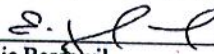
MIADOCs 12370627 1

CFN: 20160311183 BOOK 30090 PAGE 4462

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

Witnessed by:  Name: <u>IRA R. SHAPIRO</u>  Name: <u>Pamela A. Casquillo</u>	ASSOCIATION: THE MAINE VILLAS, a Florida not-for-profit corporation By:  Name: <u>Elie Bardawil</u> Title: <u>Director</u>
--	---

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016 by Elie Bardawil, as Director of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He is () personally known to me or (☒) has presented Florida Driver's License, as identification.



IRA R. SHAPIRO
MY COMMISSION # FF 042476
EXPIRES: December 4, 2017
Bonded Title, Budget Notary Services


Name: IRA R. SHAPIRO
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

MIADOCS 12370627 1

- 2 -

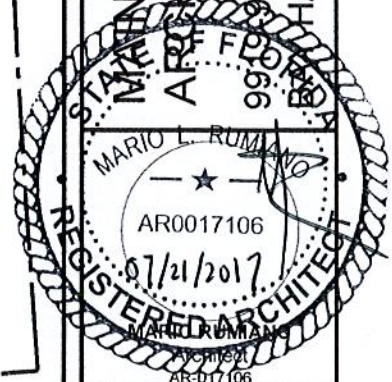


ALL OF THE MARINE VELAS, A CONDOMINIUM, [CONSTITUTING UNITS 9921, 9923, 9919, 9925 AND 9927, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THEREO, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED NOVEMBER 1, 1985, IN OFFICIAL RECORDS BOOK 12689, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH SHALL BE DESCRIBED SUBSEQUENT TO A PROPER TERMINATION AS: LOT 21, BLOCK 1, BAY HARBOR, KLEANDER TRAIL, MIAMI BEACH, FLORIDA, AS RECORDED IN PLAT BOOK 46, AT PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

9919 E. Bay Harbor Dr. Bay Harbor Islands, FL 33154			
ZONING CODE:		RM-1 MULTIPLE-FAMILY DISTRICT (WATERFRONT LOTS)	
AREA: 11,293.41 SQ. FT.			
SEIBACKS:	REQUIRED	EXISTING	PROPOSED
FRONT	20'	20'	SAME
SIDE NORTH	10'	10'	SAME
SIDE SOUTH	10'	16.4'	SAME
BACK	20'	25.9'	SAME
BIDG. HIGH: SHALL NOT EXCEED 75'		EXISTING: 29.5'	
LANDSCAPE AREA:	REQUIRED	EXISTING	PROPOSED
	20%	49.63%	53.56%
	2,259.68 sq.ft.	5,605 sq.ft.	6,049.72 sq.ft.

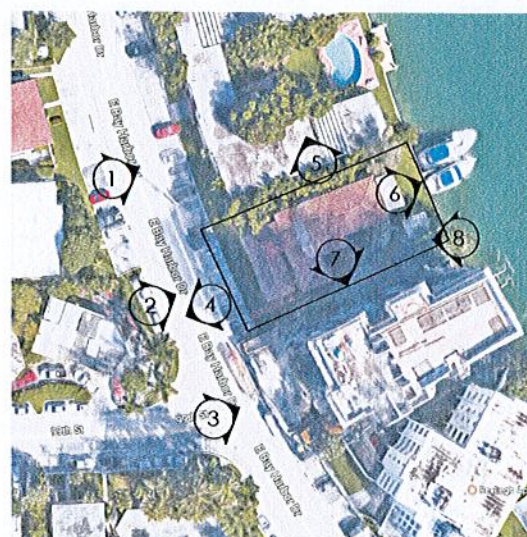
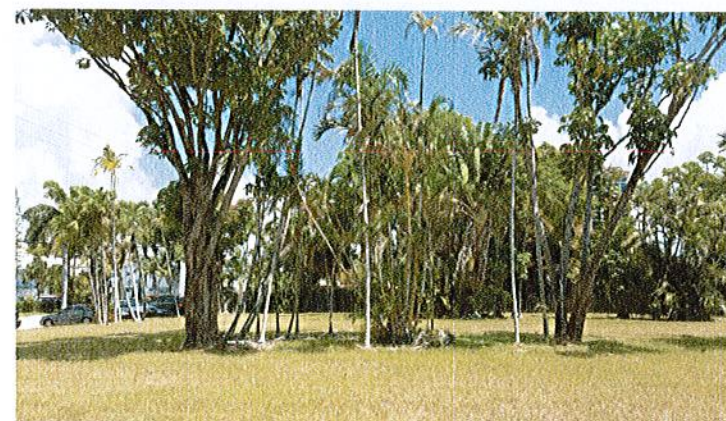
[illegible]

1 PROPOSED SITE PLAN
SP-10 3/12' x 10'

[illegible]

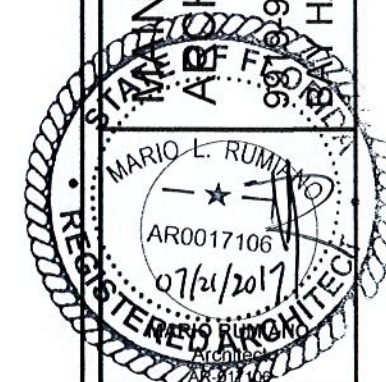
SP-1.0

PROPOSED - SITE PLAN



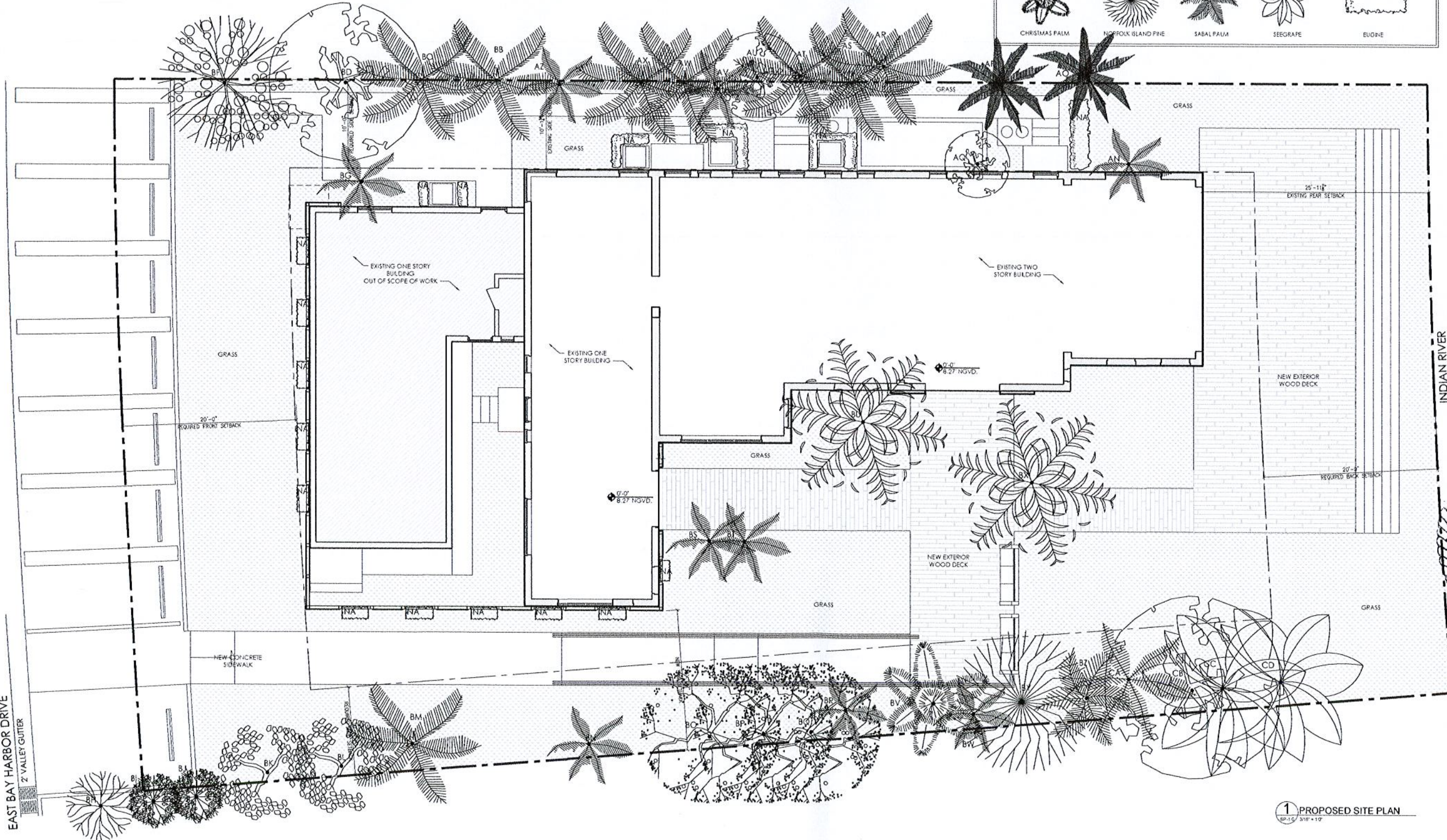
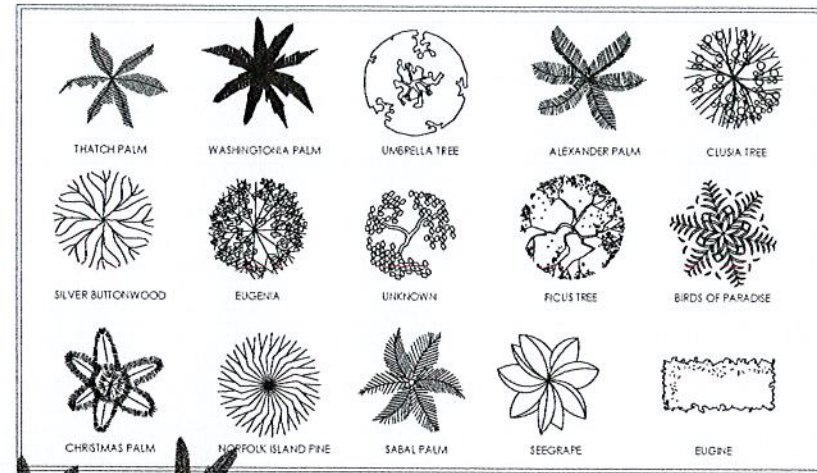
AA-26001658
1111 KANE CONCOURSE STE 111
BAY HARBOR FL. 33154
Tel: 305-945-2019
Fax: 888-427-4553

MARINE VILLAS - SALES CENTER
ARCHITECTURAL RENOVATIONS
9930 19927 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

[illegible]

LANDSCAPE SCHEDULE

SYMBOL	SPECIES	EXIST.	NEW	DESCRIPTION	SYMBOL	SPECIES	EXIST.	NEW	DESCRIPTION	SYMBOL	SPECIES	EXIST.	NEW	DESCRIPTION
AN	THATCH PALM	X		16' O.A. HT. x 10' SPR. 3' D.B.H.	BI	EUGENIA	X		12' HT. x 6' SPR. 2' D.B.H.	CA	THATCH PALM	X		25' O.A. HT. x 10' SPR. 4' D.B.H.
AO	WASHINGTONIA PALM	X		16' O.A. HT. x 12' SPR. 12' D.B.H.	BJ	EUGENIA	X		12' HT. x 6' SPR. 2' D.B.H.	CB	UMBRELLA TREE	X		40' HT. x 20' SPR. 18' D.B.H.
AP	WASHINGTONIA PALM	X		8' O.A. HT. x 12' SPR. 10' D.B.H.	BK	UNKNOWN	X		16' HT. x 12' SPR. 5' D.B.H.	CC	SEAGRAPE - 5 TRUNKS	X		60' HT. x 20' SPR. 5' (K) 12' 18' D.B.H.
AQ	UMBRELLA TREE	X		20' HT. x 8' SPR. 12' D.B.H.	BL	UNKNOWN	X		16' HT. x 12' SPR. 5' D.B.H.	CD	SEAGRAPE - 3 TRUNKS	X		60' HT. x 20' SPR. 6' 12' 16' D.B.H.
AR	ALEXANDER PALM - 2 TRUNKS	X		25' O.A. HT. x 16' SPR. 4' D.B.H. TRUNKS	BM	ALEXANDER PALM - 10 TRUNKS	X		22' O.A. HT. x 16' SPR. 3'-4' D.B.H. TRUNKS POOR	NA	EUGENIA SHRUB	X		9' HT. x 2' SPR. 8' RUB
AS	ALEXANDER PALM - 2 TRUNKS	X		20' O.A. HT. x 16' SPR. 4' D.B.H. TRUNKS	BN	THATCH PALM - 3 TRUNKS	X		16' O.A. HT. x 10' SPR. 4' D.B.H. TRUNKS	GRASS	SAN AUGUSTINE FLORATAM	X		GRASS
AT	ALEXANDER PALM	X		25' O.A. HT. x 16' SPR. 4' D.B.H.	BO	FICUS TREE	X		22' O.A. HT. x 16' SPR. 8' D.B.H. POOR					
AU	UMBRELLA TREE	X		25' HT. x 10' SPR. 20' D.B.H. POOR	BP	FICUS TREE	X		20' HT. x 16' SPR. 8' D.B.H. POOR					
AV	THATCH PALM	X		16' O.A. HT. x 10' SPR. 5' D.B.H.	BQ	FICUS TREE	X		25' HT. x 18' SPR. 12' D.B.H. POOR					
AW	ALEXANDER PALM	X		14' O.A. HT. x 14' SPR. 4' D.B.H.	BR	THATCH PALM	X		10' O.A. HT. x 10' SPR. 6' D.B.H.					
AX	ALEXANDER PALM - 3 TRUNKS	X		20' O.A. HT. x 16' SPR. 3'-4' D.B.H. TRUNKS	BS	THATCH PALM	X		7' O.A. HT. x 10' SPR. 6' D.B.H.					
AZ	THATCH PALM	X		20' O.A. HT. x 10' SPR. 4' D.B.H.	BT	THATCH PALM	X		6' O.A. HT. x 10' SPR. 4' D.B.H.					
BA	ALEXANDER PALM	X		16' O.A. HT. x 16' SPR. 4' D.B.H.	BV	BIRDS OF PARADISE	X		30' O.A. HT. x 20' SPR.					
BB	ALEXANDER PALM - 2 TRUNKS	X		18' O.A. HT. x 16' SPR. 3'-4' D.B.H. TRUNKS	BW	CHRISTMAS PALM - 2 TRUNKS	X		18' O.A. HT. x 12' SPR. 6' D.B.H.					
BD	UMBRELLA TREE	X		18' HT. x 16' SPR. 32' D.B.H.	BX	THATCH PALM	X		8' O.A. HT. x 10' SPR. 5' D.B.H.					
BE	CLUBA TREE	X		16' HT. x 14' SPR. 10' D.B.H.	BY	BIRDS OF PARADISE	X		30' O.A. HT. x 20' SPR. 16' D.B.H. TRUNKS					
BG	THATCH PALM	X		8' O.A. HT. x 10' SPR. 4' D.B.H.	BZ	NORFOLK ISLAND FINE	X		78' HT. x 16' SPR. POOR					
BH	SILVER BUTTWOOD	X		12' HT. x 8' SPR. 2' D.B.H.		SABAL PALM	X		30' O.A. HT. x 12' SPR. 14' D.B.H.					



1 PROPOSED SITE PLAN
8 1/2" x 11" 3/16" = 1"



AA-26001658
1111 KANE CONCOURSE STE 111
BAY HARBOR FL 33154
Tel: 305 845 5819
Fax: 305 427 0951

MAINE VILLAS - SALES CENTER
ARCHITECTURAL RENOVATIONS
9927 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154



revisions	date	description
1	07-21-2017	drawn by RIP
2		checked by
3		scale AS SHOWN
4		sheet

L-1.0
LANDSCAPE PLAN

THE BUILDING SHALL HAVE A PRE-CONSTRUCTION TREATMENT AGAINST SUBTERRANEAN TERMITES AS PER FBC 1816.1

- 1 NEW STEEL COLUMN. SEE STRUCTURAL DRAWINGS
- 2 EXISTING CONCRETE COLUMN TO REMAIN
- 3 EXISTING BEAM 8'-2" TO REMAIN
- 4 EXISTING OPENING TO BE BLOCKED WITH REINFORCED CONCRETE. REFER TO STRUCTURAL DRAWINGS FOR REINFORCEMENT DETAILS
- 5 NEW KNEE WALL 42" HT.
- 6 NEW 4"X8" FAUX COLUMN. SEE ID DRAWINGS
- 7 17" L. LAMINATED GLASS (CATEGORY 3 SAFETY GLASS); ALUMINUM FRAMING QUADRAL
- 8 LIFT MOBILE INSULATION 1" CL 1200 LB (A/NGHERC600-4)
- 9 EXTERIOR INSULATION FINISH SYSTEM (EIFS)
- 10 1/2"X6" SINK (24"x24")

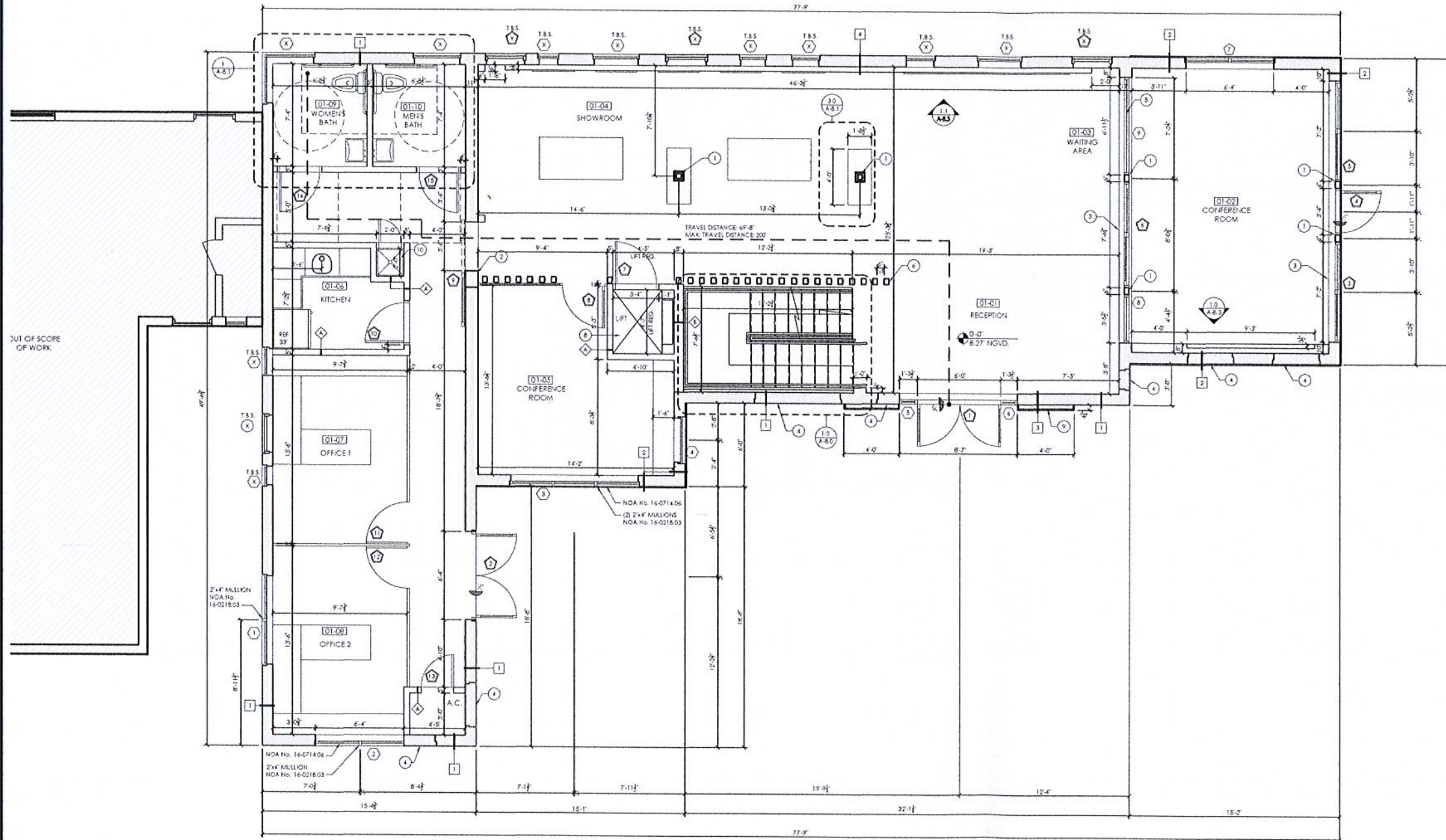
EXISTING CONCRETE WALL
 NEW CONCRETE WALL
 NEW PARTITION WALL
 NEW OFFICE PARTITION BY OTHERS

SECTION REFERENCE
 DETAIL REFERENCE
 ELEVATION REFERENCE

EXISTING WINDOW *
 WINDOW TYPE
 EXISTING DOOR *
 DOOR TYPE
 KEYNOTE
 PARTITION WALL TYPE (A-B-2)
 WALL TYPE (A-B-2)
 REVISION

NAME
 ROOM NUMBER
 ROOM NAME

NOTES:
* T.B.S.: TO BE SEALED

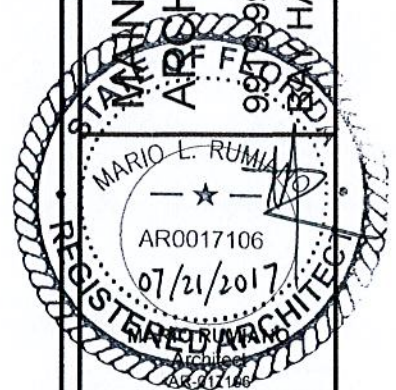


1 PROPOSED - 1ST. FLOOR PLAN
A-1.0 1/4" = 10'



AA-26001658
1111 KANE CONCOURSE STE. 111
BAY HARBOR FL. 33154
Tel: 305-646-3819
Fax: 888-437-6553

MAINE VILLAS - SALES CENTER
ARCHITECTURAL RENOVATIONS
9957-9927 EAST BAY HARBOR DRIVE
EAST BAY HARBOR ISLANDS, FLORIDA 33154

[illegible]

A-1.0

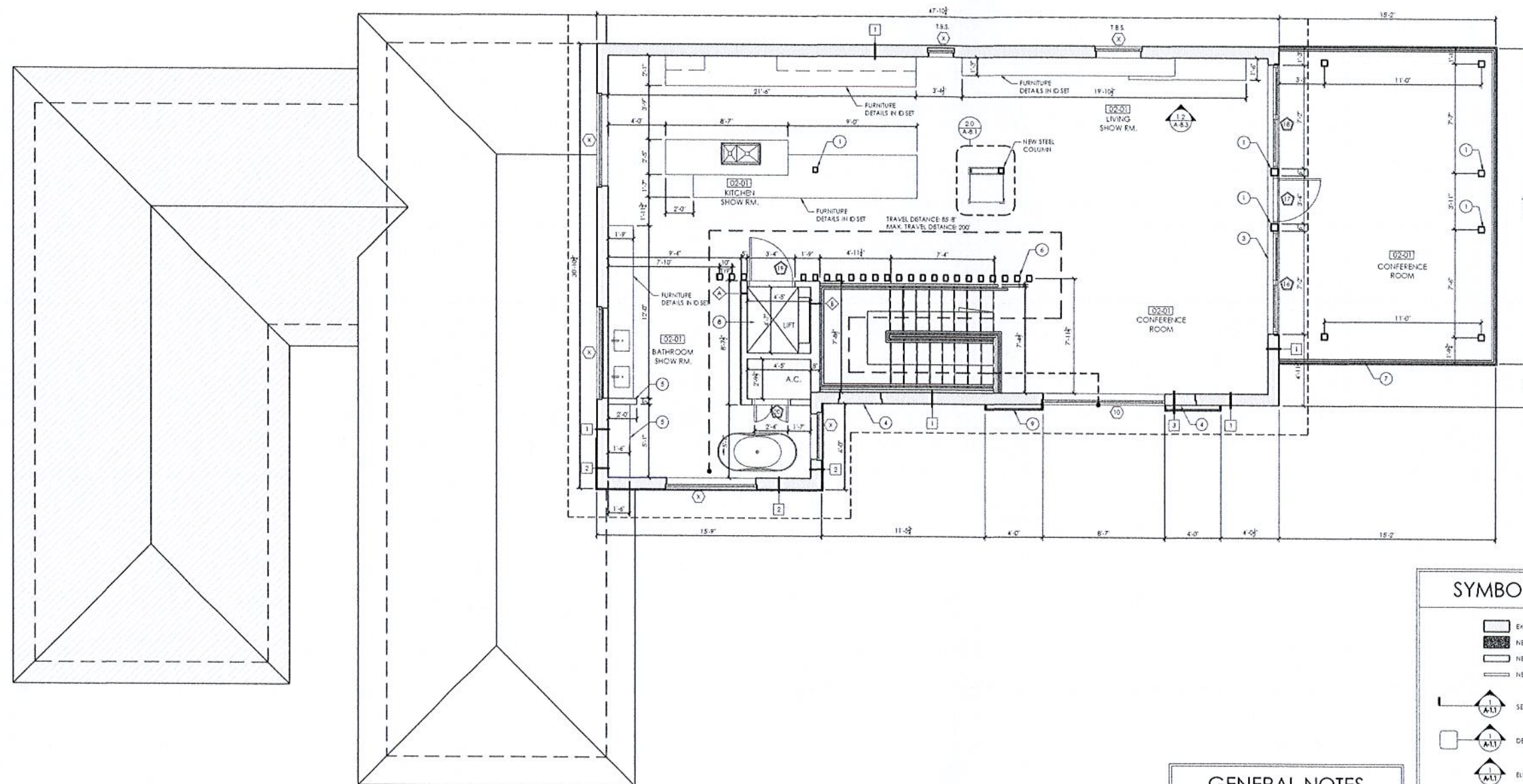
PROPOSED 1st. FLOOR PLAN



The seal is circular with a rope-like border. The outer ring contains the text "STATE OF NEW YORK" at the top and "REGISTERED ARCHITECT" at the bottom. Inside the ring, the name "MARIO L. RUMIÑO" is at the top, "AR0017106" is in the center, and "07/21/2017" is at the bottom. A star is positioned between the name and the license number. A signature is written across the seal.

[illegible]

PROPOSED 2nd. FLOOR PLAN



EXISTING CONCRETE WALL
 NEW CONCRETE WALL
 NEW PARTITION WALL
 NEW OFFICE PARTITION BY OTHERS
 SECTION REFERENCE
 DETAIL REFERENCE
 ELEVATION REFERENCE
 EXISTING WINDOW *
 WINDOW TYPE
 EXISTING DOOR *
 DOOR TYPE
 KEYNOTE
 PARTITION WALL TYPE (A-B-2)
 WALL TYPE (A-B-2)
 REVEON
 LEVEL MARKER
 ROOM NUMBER
 ROOM NAME

- 1 NEW REEL COLUMN, SEE STRUCTURAL DRAWINGS
- 2 EXISTING CONCRETE COLUMN TO REMAIN
- 3 EXISTING BEAM #7-20 TO REMAIN
- 4 EXISTING OPENING TO BE BLOCKED WITH REINFORCED
CAST IN-PLACE CONCRETE. SEE STRUCTURAL DRAWINGS FOR
REINFORCEMENT DETAILS
- 5 NEW KNEE WALL 42" HT.
- 6 NEW 4"x5" FAUX COLUMN, SEE ID DRAWINGS
- 7 42" H LAMINATED GLASS (CATEGORY I SAFETY) GLASS &
ALUMINUM FRAMING GUARDRAIL
- 8 LFT KNOBLE, HERSHEL'S C PL 1200 U (AANGHERSC600-4)
- 9 EXTERIOR INSULATION FINISH SYSTEM (EIFS)
- 10 MOP \$1K (24"x24")

A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH THE RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

1 PROPOSED 2nd. FLOOR PLAN
A-20 1/4" = 10'

A-20 $1/4" = 1'0"$

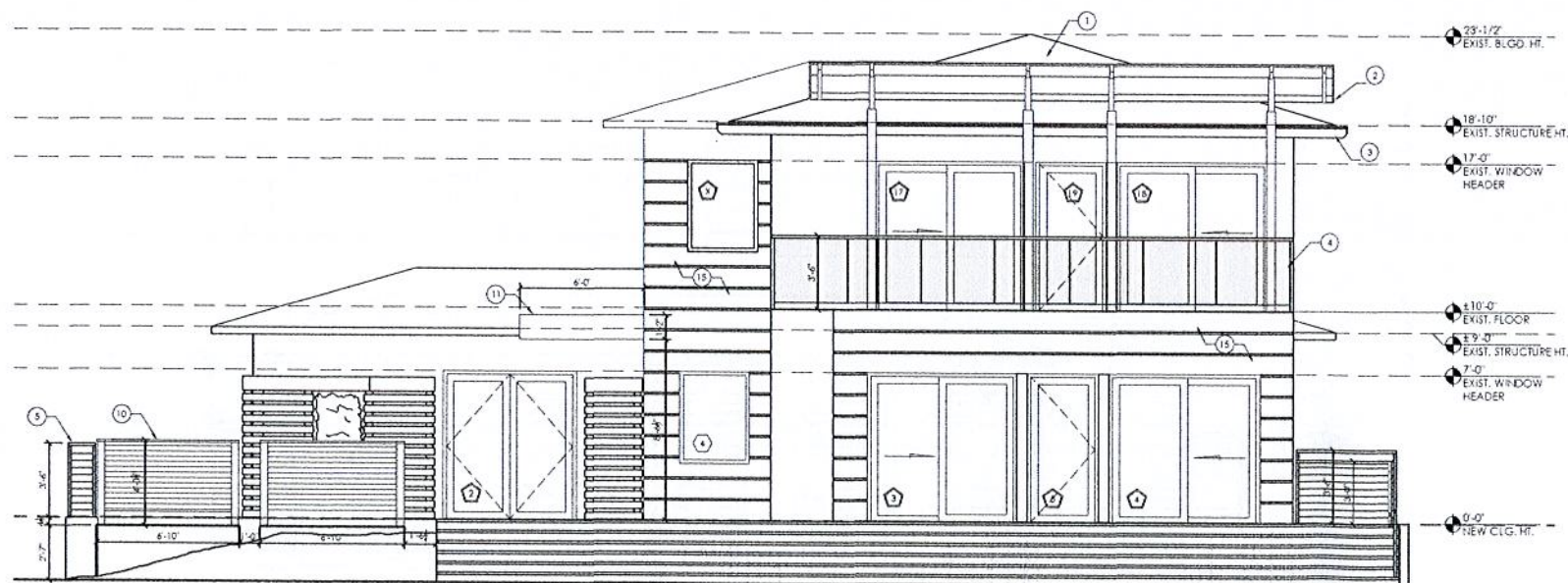
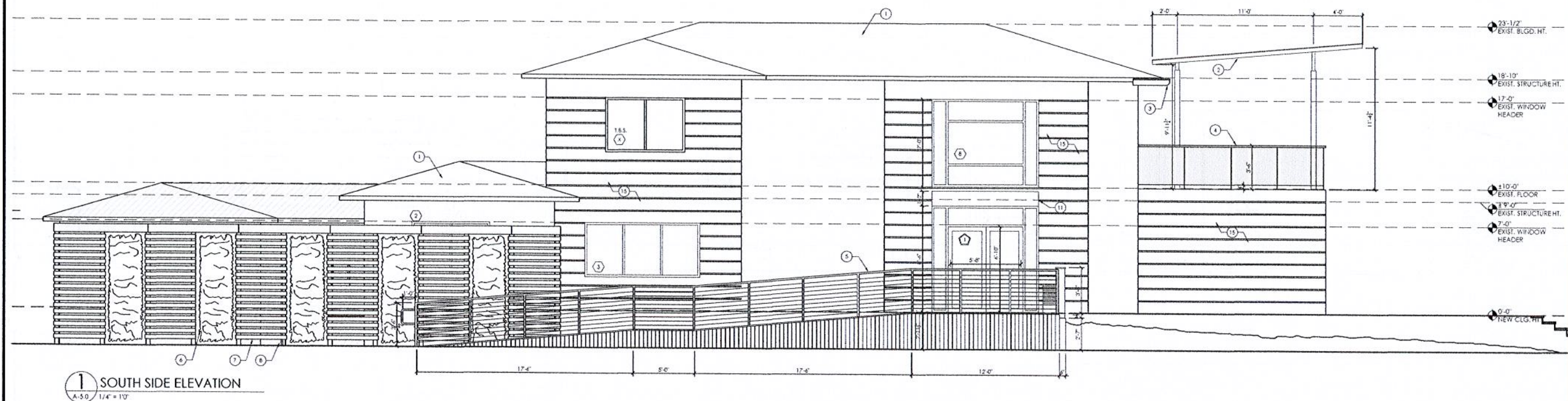


MARINE VILLAS - SALES CENTER
ARCHITECTURAL RENOVATIONS
9957 319927 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

[illegible]

A-4.0

EXTERIOR ELEVATIONS



2 PROPOSED ELEVATION
A-5.0 1/4" = 10'

SYMBOL LEGEND

	SECTION REFERENCE
	DETAIL REFERENCE
	EXISTING WINDOW *
	WINDOW TYPE
	EXISTING DOOR *
	DOOR TYPE
	KEYNOTE
	REVISION
 PLANE ELEVATION	LEVEL MARKER

NOTE:

GENERAL NOTES

- 1 EXISTING STAINLESS BARREL ROOF TO REMAIN
- 2 NEW FABRIC CANOPY ON METAL STRUCTURE (BY OTHERS, UNDER SEPARATE PERMIT)
- 3 NEW 7" GUTTER WITH LEADER
- 4 NEW ALUMINUM & GLASS GUARDRAIL
- 5 NEW STAINLESS STEEL & CABLE GUARDRAIL & HANDRAIL
- 6 NEW FRAMED BUSHES
- 7 NEW WOOD SCREEN PANELS
- 8 NEW WOOD COLUMN
- 9 EXISTING STAIRS & LANDING TO REMAIN
- 10 NEW EXTERIOR WOOD BENCH
- 11 NEW ENTRY METAL CANOPY (BY OTHERS)
- 12 NEW EXTERIOR WOOD BENCH
- 13 EXISTING DOORS TO REMAIN
- 14 EXISTING TRASH ENCLOSURE TO REMAIN
- 15 EXTERIOR INSULATION FINISH SYSTEM (EIFS)
- 16 NEW SIGN (BY OTHERS)
- 17 EXISTING CRAWLING SPACE VENT TO REMAIN



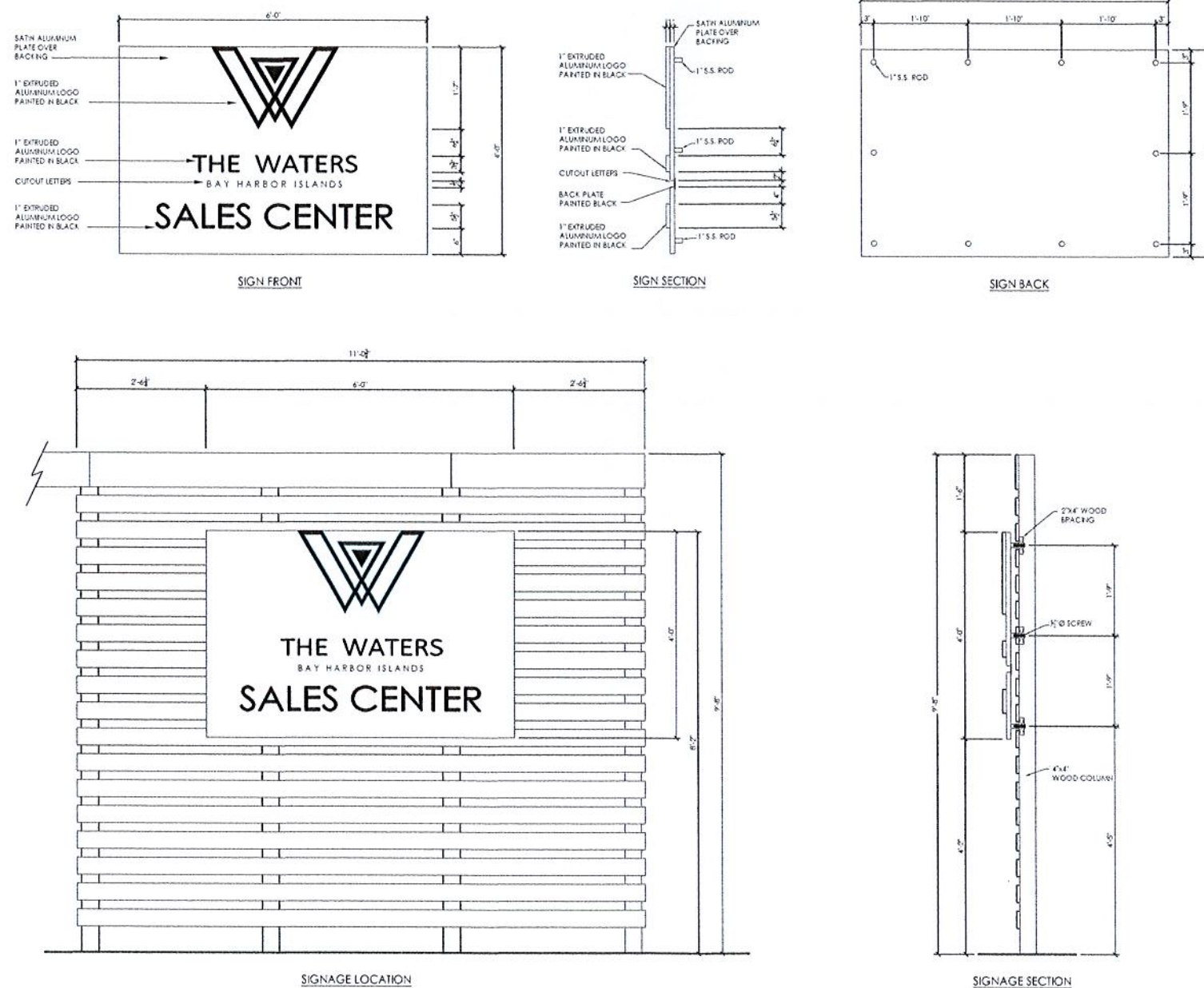
AA-26001658
1111 KANE CONCOURSE STE 111
BAY HARBOR FL 33154
Tel 305-645-2019
Fax 888-437-4553

MARINE VILLAS - SALES CENTER
ARCHITECTURAL RENOVATIONS
99799927 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

[illegible]

A-6.0

DETAILS



1.0 SIGN DETAIL
A-6.0 3/4" = 1'-0"



AA-26001658
1111 KANE CONCOURSE STE 111
BAY HARBOR FL. 33154
Tel 305-948-3019
Fax 305-421-0553

MAINE VILLAS - SALES CENTER
ARCHITECTURAL RENOVATIONS
9949-9927 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

[illegible]

A-7.0

RENDERS

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

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Ronald J. Wasson - Town Manager
Marlene M. Siegel - Town Clerk
Craig Sherman, Esq. / Frank Simone, Esq. - Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: August 4th, 2017

Subject: Request for Temporary Sales Center
Applicant - Congress Driftwood, LLC.
Location – 9919-27 East Bay Harbor Drive
Sales Center For – 9781 EBHD / 10301 EBHD Multifamily Complexes
MMPA Acct. No. 01-0702-1038

ISSUE / RECOMMENDED ACTION

MMPA recommends the Town Council review the application filed by Congress Driftwood, LLC. to allow the former Maine Villas multifamily complex located at 9919-27 East Bay Harbor Drive (EBHD) to be converted into a temporary sales center for two (2) previously approved multifamily complexes located at 9781 EBHD and 10301 EBHD. If the Town Council finds the proposed temporary use and renovations plans dated July 17th, 2017 acceptable, as presented or with modifications, **APPROVE** the proposed Temporary Sales Center subject to the following:

- (1) Subject to any staff recommended conditions listed herein.

BACKGROUND / ANALYSIS

Over the past few years the applicant has acquired several sites in the Town for redevelopment purposes. One of the sites was approved several years ago but never proceeded. After acquisition, the projects were redesigned. The PZB has approved redevelopment projects located at:

9781 East Bay Harbor Drive – Former Beau Rivage MFR @ 9 DU

10301 East Bay Harbor Drive @ 10 DU

**Town Council Staff Report
Request for Temporary Sales Center
9919-27 East Bay Harbor Drive
August 4th, 2017
Page 2**

The developer has acquired the former Main Villas multifamily complex located at 9919-27 East Bay Harbor Drive and seeks to use the complex temporarily for a sales center for two (2) previously approved Site Development Plans for multifamily complexes. The complex will be renovated into a temporary sales center and used for about 18 months according to the applicant's letter. Most of the proposed renovations are interior to the existing. The front one-story portion of the building facing EBHD will receive a new front façade for the building with wood screens and landscaped screens attached to the façade. The plans do not show any interior alterations to that portion of the building. The eastern 2-story portion of the complex will have mostly interior alterations. New pedestrian walkways and an outdoor viewing deck are proposed along the adjoining Indian Creek. While the plans submitted are lacking dimensional details for some of the site improvements MMPA has scaled the plans and determined preliminarily they meet minimum Code criteria. During the formal Building Permit plan review more defined plans will be required and any Code conflicts will be addressed.

The list of permitted uses in the Town Code Section 23-4 – Use regulations, RM-1 and RM-2 Multiple Family districts states as follows:

(7) Temporary sales and business offices, construction trailers, and model dwelling units, but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to such time limits and other conditions as may be imposed by the town council at its discretion.

The applicant has stated in their letter the requested days / hours of operation are:

Monday through Friday – 10 AM to 6 PM
Saturday & Sunday – By Appointment Only

SUMMARY

The Town has received an application from a developer seeking to establish a temporary sales center at an existing multifamily complex known as Maine Villas located at 9919-27 EBHD. Town Code Section 23-4 (7) allows the Town Council to approved this type of temporary use. A set of preliminary plans for the temporary sales center was submitted and reviewed by MMPA. We find in general the plans meet minimum Code requirements as to design. A more thorough review will occur at the time of Building Permit submission. MMPA recommends that if the Town Council finds the request acceptable the following conditions be considered:

- 1) This special approval is granted for a temporary real estate sales center located at 9919-27 East Bay Harbor Drive.
- 2) This special approval is granted for an 18-month timeframe. If an extension is necessary the Town Manager may grant an extension with notice of such given to the Town Council.
- 3) This special approval for a temporary sales center is based on the preliminary plans dated July17, 2017 prepared by Nu Space.
- 4) The hours of operation are limited to M-F from 10 AM to 7 PM and on Saturdays or Sundays by Appointment Only, but not outside of the M-F hours.

Michael Miller Planning Associates, Inc.

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 10.

ITEM: Approval of a three (3) year contract between the Town Bay Harbor Islands and the Dade County Police Benevolent Association (PBA) Inc. The current contract is schedule to expire in September of 2017. Enclosed is a copy of Town Manager Wasson memorandum.

DESCRIPTION:

The Bay Harbor Islands Police and Police Benevolent Association (PBA) underwent contract negotiations to renew a three (3) year contract. The new contract amendments included a longevity pay, field training officer pay incentive, comprehensive time bank, uniform allowance, nigh-shift differential, military buy back, salary increase, and catastrophic sick bank.

The current agreement will expire September 2017.

Enclosed is a memorandum from Town Manager Wasson.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	PBA Contract	PBA Contract.pdf
----	--------------	------------------

From: Ronald J Wasson, Town Manager
To: Bay Harbor Islands Town Council
Subject: **Proposed PBA Contract 2017**
Date: July 17th, 2017

Dear Mayor and Council,

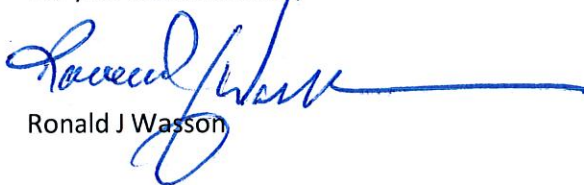
The undersigned has negotiated a new tentative three year contract with the BHI Police Benevolent Association (PBA) to replace the existing three (3) year contract which expires this September, 2017. The negotiations took place at the Town Hall and were professional and concluded in approximately 3 months. The PBA generally was asking to increase wages and to make some other minor adjustments to the contract. After reviewing their requests and doing comparisons to several other local area departments, I believe the requests were not unreasonable and should be considered.

Over the past 8 years, the Town has taken the position of limiting all wage compensation and general momentary enhancements due to budgetary concerns and keeping a balanced budget. Until the last contract, all recent BHI-PBA contracts were only one year agreements and were often settled after the current agreement had expired. This contract could be the first in 10 years to be settled prior to the expiration date of the current in place contract. The modifications to contract and salary increases are as follows:

1. **Longevity Pay:** At the 25th year of uninterrupted service with the BHI Police Department a 5% longevity pay increase would be added. (This would affect only one officer)
2. **Field Training Officer:** Only Criminal Justice Specialist Field Training Officers (FTO) will receive a 5% pay increase for the time assigned to train and oversee new police officers hired by BHI. This will only applies to FTO officers who are specifically assigned to that temporary duty and would only be for the three (3) months assigned to training. **Note:** This function is critical to ensure we get only the best officers for BHI and since we do not hire many officers, this cost is minimal.
3. **Comprehensive Time Bank:** The time an officer is allowed to bank would be increased from 200 hours to 250 hours. **Note:** At the end of the fiscal year, all accumulated "Comp. Time" in excess of 250 hours will be paid to the officer at the rate of pay it was earned. This time cannot be used for pension purposes.

4. **Uniform Allowance:** Uniform maintenance and cleaning allowance will be increased from \$200 to \$400 annually. **Note:** The Town eliminated cleaning uniforms for department members several years ago.
5. **Nightshift Differential:** Nightshift Differential will now include all the hours of the 2nd shift. (12 hours) Any officer assigned to the 2nd Shift for more than 30 consecutive days will be entitled to be paid a 3% differential for the tours performed. **Note:** The current 3% differential pay remains the same, only increases the number of covered hours from 8 to 12 hours. In the past however, only part of the old 4x12 tour and the entire 12x8 late tour was given nightshift differential, so when going forward, the new covered nightshift hours covered generally remain the same.
6. **Military Buy-Back:** An officer would be able to purchase up to 4 years of prior service time and take up to 15 years to pay back into the Town pension system. An interest charge would be included and if the officer were to separate prior to making full payment to the Town, funds paid by the officer would be returned to the officer.
7. **Salary Increase:**
- | | Yr1 | Yr2 | Yr3 | Total |
|----------------|------|------|-----|-------|
| a. PO/Det. | 4% | 4% | 3% | 11% |
| b. Sergeants | 3.5% | 3.5% | 4% | 11% |
| c. Lieutenants | 3.5% | 4% | 4% | 11.5% |
- Note:** The salary increases will bring the BHI Police Department pay schedule to approximately up to other local area departments (Surfside/Bal Harbour) and keep us competitive with recruiting and retention of quality personnel.
8. **Catastrophic Sick Bank:** All references to Catastrophic Sick Bank are to be eliminated.

For your consideration,



Ronald J Wasson

Town of Bay Harbor Islands, Florida
Proposed Police Collective Bargaining Agreement
Estimated Costs
October 1, 2017 to September 30, 2020

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Officers	\$ 51,170	\$ 53,217	\$ 41,509
Sergeants	\$ 8,411	\$ 8,706	\$ 10,298
Lieutenants	\$ 14,170	\$ 16,761	\$ 17,431
Nightshift Differential	\$ 7,873	\$ 7,873	\$ 7,873
FTO	\$ 1,500	\$ 1,500	\$ 1,500
25 Year Longevity	\$ 9,518	\$ 9,518	\$ 14,805
Total Additional Wages***	\$ 92,642	\$ 97,575	\$ 93,416
Pension @ 28%**	\$ 25,940	\$ 27,321	\$ 26,156
Worker's Compensation*	\$ 2,200	\$ 2,317	\$ 2,219
Uniform Allowance	\$ 3,600	\$ 3,600	\$ 3,600
Total Additional Costs	\$ 124,382	\$ 130,813	\$ 125,391

Increase in the Compensatory Time Bank is not expected to increase costs.
The change in military buy-back terms may cause a nominal increase in administrative costs but the employee will pay the full cost of purchased service.

*12/1/16 NCCI Rate adjusted for allowed credits.

** Based on 10/1/16 Actuarial Valuation

*** Based on the proposed increases as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>3 Year Totals</u>
Officers	4.0%	4.0%	3.0%	11.0%
Sergeants	3.5%	3.5%	4.0%	11.0%
Lieutenants	3.5%	4.0%	4.0%	11.5%

TOWN OF BAY HARBOR ISLANDS, FLORIDA

POLICE BARGAINING UNIT

Year 1

**EMPLOYEES SHALL MOVE FROM STEP TO STEP
ON THEIR ANNIVERSARY DATE EACH YEAR UNTIL THEY REACH STEP 7
PREVIOUS PAY PLAN (10/1/16) ADJUSTED UPWARDS BY 4% FOR OFFICERS;
3.5 % FOR SERGEANTS AND LIEUTENANTS**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Officer	55,955.66	58,753.44	61,691.11	64,775.67	68,014.45	71,415.17	74,985.93
Sergeant	60,225.00	63,236.25	66,398.06	69,717.96	73,203.86	76,864.05	80,707.25
Lieutenant	66,247.52	69,559.90	73,037.90	76,689.80	80,524.29	84,550.50	88,778.03

TOWN OF BAY HARBOR ISLANDS, FLORIDA
POLICE BARGAINING UNIT
Year 2

**EMPLOYEES SHALL MOVE FROM STEP TO STEP
ON THEIR ANNIVERSARY DATE EACH YEAR UNTIL THEY REACH STEP 7
PREVIOUS PAY PLAN (YEAR 1) ADJUSTED UPWARDS BY 4% FOR OFFICERS;
3.5% FOR SERGEANTS; AND 4% FOR LIEUTENANTS**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Officer	58,193.89	61,103.58	64,158.76	67,366.70	70,735.04	74,271.79	77,985.38
Sergeant	62,332.88	65,449.52	68,722.00	72,158.10	75,766.01	79,554.31	83,532.03
Lieutenant	68,897.42	72,342.29	75,959.40	79,757.37	83,745.24	87,932.50	92,329.13

TOWN OF BAY HARBOR ISLANDS, FLORIDA
POLICE BARGAINING UNIT
Year 3

**EMPLOYEES SHALL MOVE FROM STEP TO STEP
ON THEIR ANNIVERSARY DATE EACH YEAR UNTIL THEY REACH STEP 7
PREVIOUS PAY PLAN (YEAR 2) ADJUSTED UPWARDS BY 3% FOR OFFICERS;
4% FOR SERGEANTS; AND 4% FOR LIEUTENANTS**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Officer	59,939.71	62,936.70	66,083.54	69,387.72	72,857.11	76,499.97	80,324.97
Sergeant	64,826.20	68,067.51	71,470.89	75,044.43	78,796.65	82,736.48	86,873.30
Lieutenant	71,653.32	75,235.99	78,997.79	82,947.68	87,095.06	91,449.81	96,022.30

BAL HARBOUR VILLAGE

October 1, 2017 – September 30, 2018 Pay Scales POLICE OFFICER SALARY SCHEDULE

Step	Salary
Optional Starting	\$51,917.38
Step 1	\$59,568.10
Step 2	\$62,546.50
Step 3	\$65,673.83
Step 4	\$68,957.52
Step 5	\$72,405.39
Step 6	\$76,025.66

CORPORAL SALARY SCHEDULE

Step	Salary
Step 1	\$62,546.57
Step 2	\$65,673.90
Step 3	\$68,957.59
Step 4	\$72,405.47
Step 5	\$76,025.75
Step 6	\$79,827.03

SERGEANT SALARY SCHEDULE

Step	Salary
Step 1	----
Step 2	\$72,222.57
Step 3	\$75,833.69
Step 4	\$79,625.38
Step 5	\$83,606.65
Step 6	\$87,786.98

ADDENDUM "B"
FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT

10/1/2018
PAY TABLE MINIMUMS

3 % COLA YEAR 3

POLICE OFFICERS

STEPS	FY 2019	Hourly Equivalent		STEPS	FY 2019	Hourly Equivalent
**Starting	\$56,033.42	\$26.9391		**Starting	\$57,714.42	\$27.7473
1	\$61,636.78	\$29.6331		1	\$63,485.88	\$30.5221
2	\$64,718.61	\$31.1147		2	\$66,660.17	\$32.0482
3	\$67,954.55	\$32.6705		3	\$69,993.18	\$33.6506
4	\$71,352.27	\$34.3040		4	\$73,492.84	\$35.3331
5	\$74,919.90	\$36.0192		5	\$77,167.50	\$37.0998
6	\$78,665.90	\$37.8201		6	\$81,025.88	\$38.9547
7	\$81,023.64	\$38.9537		7	\$83,454.35	\$40.1223
8	\$83,456.65	\$40.1234		8	\$85,960.35	\$41.3271

Notes:

**Starting Salary for Certified Police Officer

3 % COLA YEAR 3

SERGEANTS

STEPS	FY 2019	Hourly Equivalent		STEPS	FY 2019	Hourly Equivalent
Starting	\$89,805.66	\$43.1758		Starting	\$92,499.83	\$44.4711
1	\$90,848.65	\$43.6772		1	\$93,574.11	\$44.9876
2	\$91,891.65	\$44.1787		2	\$94,648.40	\$45.5040
3	\$93,040.30	\$44.7309		3	\$95,831.51	\$46.0728
4	\$94,188.93	\$45.2831		4	\$97,014.60	\$46.6416
5	\$95,366.30	\$45.8492		5	\$98,227.29	\$47.2247
6	\$96,543.66	\$46.4152		6	\$99,439.97	\$47.8077

[Handwritten signature]

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 11.

ITEM:

Consideration and **Approval** of an ordinance on **first** reading requested by Council Member Salver amending Section 5-5 of the Town regarding the current parking plan for construction sites in Town.

DESCRIPTION:

At the June 12, 2017, Regular Council Meeting, the Town Council had a discussion on the requirements for a staging plan for the single family homes, multi-family and commercial projects. It was noted that the current Code only require a staging plan for the multi-family and commercial projects.

Consensus was for staff to draft an ordinance on first reading to amend Section 5-5 of the Town Code that would require a staging plan for the single family projects.

Enclosed is a copy of the proposed ordinance for first reading.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Isaac Salver, Council Member

ATTACHMENTS

1.	Construction - Parking	rev-Construction Site Operations - West Island Construction.docx
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS FLORIDA AMENDING SECTION 5-5 OF THE BAY HARBOR ISLANDS TOWN CODE OF ORDINANCES REQUIRING A STAGING PLAN FOR SINGLE FAMILY, MULTI-FAMILY, AND COMMERCIAL PROJECTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the regulation of construction site operations is necessary for preserving and maintaining the public health, safety, welfare and high quality and standards and aesthetic beauty within the Town; and

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

Section 1.

Section 5-5 of the Code of Bay Harbor Islands is hereby amended as follows:

ARTICLE I. IN GENERAL

Sec. 5-5. - Construction site operations.

It is the purpose of this section to promote the public health, safety, and general welfare and to minimize public and private losses arising as a result of unauthorized access to construction sites, or from loose and unsecured materials at construction sites during emergency weather conditions, to minimize exposure and prohibit activities which may pose a danger to persons located off the construction site, from debris, materials or activities carried on at the construction site by enacting the following regulations.

- (a) *Definitions*. The following words or phrases when used in this section shall have the meanings ascribed to them herein:
 - (1) *Construction site* includes all sites where new construction, renovations, or additions take place, other than just interior work that is not visible to the exterior of the premises, and any construction that shall include excavation or exposure of the interior of an existing structure. A construction site shall not include paving or repaving of a driveway, or other re-surfacing and/or minor interior renovations or construction that is not exposed to the elements.
 - (2) *Secure*, in reference to items, includes fastening down or removing all hazardous objects, including but not limited to, such as construction shacks, temporary toilets, roofing tile, building materials, trash, forms, insecure structures, and temporary electric service poles. The term "secure" as applied to construction site access, includes protecting the construction site, during the hours described herein in paragraph (i), by way of locked fence surrounding the perimeter of the site and/or the provision of a security.
- (b) *Debris control*. A construction site shall be maintained in a neat and orderly manner. A trash enclosure, dumpster, or other container shall be maintained in the construction site at all times. Loose debris shall be placed within the enclosure. A cover shall be

maintained over such debris containers during periods when no construction activity is taking place and at the end of each construction day.

- (c) *Erosion and run-off control.* In compliance with the town's National Pollution Discharge Elimination System (NPDES) permit requirements, prior to beginning any clearing, grubbing, or construction activities, as part of the building permit process, the contractor shall submit a plan (Erosion and Sediment Control Plan) detailing the location and handling of materials, soils and outlining the actions that will be taken to prohibit run-off of dirt, sand, fluids, vegetation or any other item into the town's stormwater system or onto adjacent property and waterways. Piles of soil, or any other methods approved by the town, shall provide for a containment area to reduce run-off.
- (d) *Temporary bathroom facilities.* Temporary bathroom facilities shall be placed at a location that minimizes visibility from off-site. Any such facility shall be located behind a temporary construction fence, which shall completely screen the construction site on all sides. The bathroom facilities shall be maintained in sanitary condition and emptied on a regular basis. Failure to do so will constitute a violation of this section. No temporary bathroom facility may be kept on a construction site unless construction activities are actively occurring.
- (e) *Vegetation maintenance.* Vegetation such as grass, shrubs, trees and groundcovers shall be maintained in such a fashion so that the construction site does not appear overgrown or unkempt. Within 30 days of demolition of an existing structure, the construction site must be 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 construction site shall be erected and maintained in good order at all times. The temporary construction fence shall be erected and completely in place as a requirement for the issuance of a building permit and prior to the beginning of construction activities. The temporary construction fence shall be six feet chain link fence with a screening material attached to visually screen and minimize impact to neighboring properties which may be affected by construction site dust and debris. A fence permit is required to be issued for the temporary construction fence, and the fence installed, inspected, and the fence permit must be closed-out by the building department prior to the issuance of a building permit.
 - (1) A temporary construction fence will be required for all new construction and substantial renovations.
 - (2) Work being done within the unit is exempt from this requirement. However, if a temporary bathroom facility and/or a dumpster is to be located on-site, the temporary construction fence must be installed.
 - (3) Work on pools, pool installations or renovations will require a temporary construction fence at all times to avoid health and safety hazards. Also pools undergoing renovations and new pools being installed must be emptied of accumulated water at all times.
- (g) *Construction staging plan.* The owner, occupant or user of any construction site for a commercial and multifamily project, shall be required to present a plan to the town manager or his/her designee for approval prior to the issuance of a building permit by the building official. The plan shall include, but shall not be limited to, the following elements:
 - (1) Parking provisions for construction workers.
 - (2) General traffic and detours including specific routes to and from the construction site.
 - (3) Delivery and location of cranes.
 - (4) Delivery and storage of materials.
 - (5) Use of state certified flaggers with state approval equipment and/or off-duty police officers. Off-duty police officers will be required for the following activities: a complete street closure for more than one hour, a concrete pour lasting more than six hours, when cranes are delivered and set-up and when they are being removed from the construction site, and any other activity as may be required by the town manager or his designee. Certified flaggers may be used for normal deliveries and short time single lane closures.

- (6) Construction fencing with visual/dust barrier.
- (7) Construction signs.
- (8) Temporary construction trailer approval required by the town manager in subsection 23-4(7), provided:
 - a. The location of any trailer provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.
 - b. No more than one trailer is permitted per development site.
 - c. No trailer may exceed one-story/12 feet in height above grade.
 - d. No trailer may exceed 530 square feet in size.
 - e. The location of the trailer shall be approved by the town manager to minimize the impact on neighboring properties.
 - f. The trailer and all related temporary facilities shall be removed from the site prior to the issuance of a certificate of occupancy.
 - g. Construction trailers are permitted to be located on a neighboring staging area if proof is submitted that the property owner agrees to its proposed location.
- (9) Temporary sales office approval is required at the discretion of the town council in subsection 23-4(7), provided:
 - a. The location of any office provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.
 - b. No office may exceed one-story / 12 feet in height above grade.
 - c. The office and all related temporary facilities must be removed prior to the issuance of a certificate of occupancy.
- (10) Use of meter parking spaces.
- (11) Use of right-of-way.
- (12) Provisions for pedestrian safety and pedestrian paths.
- (13) Location of construction dumpsters and temporary bathroom facilities.
- (14) Any other issues which may uniquely relate to a particular construction site.

Staging plans shall ~~not~~ be required ~~of~~ for single family, multi-family and commercial 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, code compliance department and town manager's office. No permit shall be issued on a construction project which requires a construction staging plan, until such plan has been approved by all the appropriate departments.

- (h) *Job site maintenance.* The owner, occupant or user of a Construction Site shall complete job site maintenance, on a daily basis, prior to the conclusion of each day's work. Daily job site maintenance shall include the following:
 - (1) Sweeping of public roadways which are directly affected by construction site dust, debris or activities;
 - (2) Pick up and disposal of litter at or generated by the construction site;
 - (3) Washing down of any street signs or public facilities which are impacted by dust or debris from the construction site activity;
 - (4) Stacking of construction materials in a manner which assures that the materials and the material packaging shall not fall or be transported into any canals, drainage facilities or other water bodies in the vicinity of adjacent to the site;
 - (5) Watering of exposed loose earth at the site so as to minimize off-site transport of particulate matter.

- (6) Compliance with additional job site maintenance components which are described in an applicable construction staging plan for the construction site.
- (i) *Job site security.* The owner, occupant or user of a construction site shall secure the construction site from unauthorized access between the hours of 6:00 p.m. and 9:00 a.m. of the next day by the use of a locked fence and/or security, assuming construction activities are occurring during the day. In the event that a hurricane watch is issued by the United States Weather Bureau, the owner, occupant or user of a construction site shall comply with the requirements of section 8-16 of the Miami Dade County Code, by taking all steps necessary to secure the construction site, including removal or securing of hazardous or loose objects.
- (j) *Parking.* Motor vehicles which are used by construction workers and others involved in the construction of the project at the site for the purpose of commuting to and from the construction site, shall not be parked off of the construction site except in the area or location which shall be first approved in writing by the town manager or his/her designee. Parking areas within the construction site are to be properly screened from the public and shall not be detrimental to the surrounding neighborhood. The town approval shall be based on assuring that: public street or right-of-way are not blocked; that adequate parking remains for existing residences and businesses; and that any impact to public parking resources is mitigated.
- (k) *Public right-of-way.* Any construction vehicles or equipment involved in construction at a construction site which block a public roadway or right-of-way shall require a town right-of-way use permit and approval, with appropriate conditions, as issued by the town manager or his/her designee, 72 hours in advance of any such activities which impact a public right-of-way.
- (l) *Netting.* All structures exceeding 30 feet in height shall provide a dust/debris netting barrier erected in such a way to completely surround the structure. Structures being erected on waterfront lots and exceeding 20 feet in height shall provide a dust/debris netting barrier on the portion of the structure facing the water. The type of netting material shall be identified in the construction staging plan and is subject to town approval.
- (m) *Enforcement.* Failure to abide by the provisions of this section shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant or user of a construction site who fails to correct a violation of this section, after being given notice by the town, shall have a fine imposed in the amount of \$250.00 for the 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.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Dade County, Florida, and under Sections 1-8, 23-17, 23-37, 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 immediately upon passage by the
Town Council on Second reading.

PASSED AND ADOPTED on first reading this____day of_____, **2017.**

PASSED AND ADOPTED on second reading this____day of _____, **2017.**

By: _____
JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM:

FRANK C. SIMONE, ESQ.
Assistant Town Attorney

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 12.

ITEM:

Consideration and **Approval** of Engineering & Architectural Firms for Continuing Services Agreements with (1) Calvin, Giordano and Associates, (2) Kimley Horn and Associates, (3) Chen Moore and Associates, (4) Keith & Schnars and (5) Behar, Font & Partners. All Continuing Services Agreements shall be for a period of three (3) years.

DESCRIPTION:

The advertisement requesting Proposals for Engineering and Architectural Services was placed in the Daily Business Review on April 18, 2017 and posted on the town's website. The closing date for Proposals was May 18, 2017 and five firms responded: Calvin Giordano and Associates, Keith & Schnars, Chen Moore and Associates, Kimley Horn and Associates and Behar Font.

An evaluation committee was established to review the proposals and select the top ranked firms for continuing services contracts with the Town. The Evaluation committee consisted of the following: Michael Miller (Town Planner), JC Jimenez (Assistant Town Manager), Alan Short (Finance Director), Dale Lee (Chief Building Official) and Randy Daniel, P.E. (Town Engineer/Director of Public Works - Committee Chairperson).

The committee met on June 29 2017, (without Dale Lee) and consensus was achieved, in regards to the ability of all firms to service the Town. Each of the five firms were evaluated and scored according to specific categories. Scores were tallied and the firms were ranked accordingly from 1 to 5 with 1 being the top ranked firm and 5 being the bottom ranked firm. The summary of all scores for all firms from all five committee members, is attached.

The Committee agreed to recommend all five firms for continuing services agreements with the Town as follows: (1) Calvin, Giordano and Associates, (2) Kimley Horn and Associates, (3) Chen Moore and Associates, (4) Keith & Schnars and (5) Behar, Font and Partners.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Summary Score Sheet	2017 Evaluation RFQ General Civil Engineering.pdf
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**TOWN OF BAY HARBOR ISLANDS
GENERAL CIVIL ENGINEERING SERVICES
EVALUATION OF RFQ
SUMMARY OF SCORES**

Selection Committee:

1. J.C. JIMENEZ - Assistant Town Manager
2. Dale Lee-Building Official
3. Alan Short - Finance Officer
4. Randy Daniel, P.E. - Town Engineer/ Director of Public Works
5. Michael Miller- Town Planner

Committee Meeting: 06/29/2017
Time: 11:00 AM -12:00 NOON
Place: Town Hall Conference Room

NO.	FIRM	EVAL # 1 RD	EVAL # 2 MM	EVAL# 3 DL	EVAL # 4 JC	EVAL # 5 AS	TOTAL SCORE	AVG SCORE	RANK
1	KEITH & SCHNARS	80	83	70	91	89	413	82.6	4
2	CHEN MOORE & ASSOCIATES	83	85	88	95	95	446	89.2	3
3	KIMLEY HORN & ASSOCIATES	88	92	90	93	94	457	91.4	2
4	CALVIN GIORDANNO & ASSOC.	92	96	95	91	90	464	92.8	1
5	BEHAR-FONT	62	82	80	82	84	390	78	5
							0	0	
							0	0	
							0	0	
							0	0	

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 13.

ITEM: Approval of award of contract BHI 182 to Jennings Engineering and Construction for the sewer manholes and lift stations in the amount of \$42,600. Enclosed is a evaluation report from Town Engineer, Randy Daniel.

DESCRIPTION:

The Contract to line sewer manholes and lift stations, BHI 182, was advertised on June 23rd, 2017 in the Daily Business Review and on the Town's web site. A pre-bid meeting was held on July 13th 2017, and the deadline for submission of bids was 2:00 P.M. July 21st 2017.

A total of six (6) bids were received and ranged in prices from a low of \$42,600 (bid from Jennings Engineering and Construction -hereafter referred to as Jennings), to a high of \$144,755.65 (bid from Envirowaste Services). This project was budgeted for fiscal 2016-2017 in the amount of \$30,000.

Jenning's Engineering and Construction submitted the City of North Miami and Miami-Dade County Water and Sewer as two of their three references in the bid documents.

Jennings bid price was therefore deemed to be the lowest responsive bid.

The complete Evaluation Report is attached. Also attached are the material specifications, Miami Dade County Product Data Sheets for wet well and sewer manhole lining and a list of references.

Approval should include an appropriation of \$12,600 from Sewer Fund Reserves.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This project was budgeted for fiscal 2016-2017 in the amount of \$30,000. Approval will need to include an appropriation of an amount of \$12,600 from Sewer Fund Reserves.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Bid Evaluation	BHI 182 Sewer Manhole and Lift Station Evaluation 2017.pdf
2.	Reference List	REFERNCelist.pdf
3.	Miami Dade County Product Spec	10.7-wet-well-coating.pdf
4.	Miami Dade County Product Spec - Sewer Mnahole	10.6-standard-manhole-coating.pdf
5.	Material Specicification	CPP-RC3-PDS.pdf

**BID EVALUATION FOR
SELECTION OF A CONTRACTOR
BHI-182 LINING SEWER MANHOLE AND LIFT STATIONS**

1.0 Background

There are 110 sewer manholes that facilitate the collection of sewage in the twin island municipality of Bay Harbor Islands. Rehabilitation of the gravity sewer manholes is an ongoing exercise that is aimed primarily at restoring structural integrity. This work also eliminates water infiltration into the sewerage system.

There are also five (5) pneumatic lift stations that house the pneumatic ejection pots. The purpose of the lining these structures is to maintain structural integrity.

2.0 Bid Solicitation

On June 23rd 2017, an advertisement was placed in the Daily Business Review to publicly invite construction bids for the Lining of Sewer Manholes and Sewer Lift Stations.

The deadline for submitting construction bids was 2:00 p.m. on July 21st 2017 and six (6) bid proposals were received.

This evaluation is an appraisal of the tender submissions received from those contractors who responded to the Advertisement for Bids, and recommends a suitable contractor for the Work.

3.0 Evaluation Criteria

Evaluation will be based on the lowest responsive bid utilizing the material specified in the bidding documents, or an approved alternate. Contractors were requested to submit references for three (3) similar projects and these reference checks were used to establish the credibility of the recommended bidder.

4.0 Evaluation Procedure

Tenders were publicly opened at 2:00 pm on July 21st 2017 by the Town Clerk. Representatives from two bidders (Jennings Engineering and Construction and Envirowaste Services) were in attendance. The Administrative Assistant for Engineer, Public Works and Accounting, and the Assistant Town Clerk, were also in attendance at the bid opening.

Tenders were received from six (6) contractors as follows:

No.	CONTRACTOR	Bid Amount	Bid Bond
1	Envirowaste Services	\$144,755.65	YES
2	Jennings Engineering and Construction	\$42,600.00	YES
3	National Water Main Cleaning Co.	\$89,050.00	YES
4	Vacvision Environmental	\$66,500.00	YES
5	TV Diversified, LLC	\$56,430.00	YES
6	Hinterland Group	\$48,550.00	YES

5.0 Results & Analysis

The low bid is in the amount of \$42,600.00 and was submitted by Jennings Engineering and Construction. This bid is \$5,950.00 lower than the 2nd low bid received from Hinterland Group; Hinterland's bid is \$7,930.00 lower than the 3rd lowest bid from Vacvision Environmental. These bids were relatively close and illustrated competitive bids. The other three bids (bid numbers 1, 3 and 4 in the table above) were considered uncompetitive and not further considered.

The budget for this project is \$30,000.00.

Jennings Engineering and Construction provided references from City of North Miami and from Miami Dade County. The reference from the City of North Miami indicated that Jennings had performed extremely well for the City and was currently engaged in sewer manhole lining work.

Based on the nature of the work a contingency amount of \$10,000.00 should be added to the Bid Amount, for a grand total of \$52,600.00.

6.0 Recommendation

It is recommended that the Contract to Line Sewer manholes and Lift Stations in the amount of Forty Two Thousand, Six Hundred Dollars and Zero Cents (\$42,600.00) is awarded to Jennings Engineering and Construction.

In addition, it is recommended that a contingency amount of \$10,000.00 be approved for this Contract.

It is further recommended that the difference between the budgeted amount and the recommended contract amount (\$22,600) be funded from the Sewer Reserves.



COMPANY NAME: IMR CONTRACTING/DBA JENNINGS ENG. AND CONST.

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 6 YEARS

BUSINESS ADDRESS: 1611 WEST MCNABB RD ,POMPANO BEACH , FL 33069

HOW LONG IN PRESENT LOCATION: 2 YEARS

TELEPHONE NUMBER: 305-721-7346 FAX NUMBER: 786-605-0966

TOTAL NUMBER OF CURRENT EMPLOYEES: 4 FULL TIME 2 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 3

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.
COMPANY: CITY OF NORTH MIAMI

PROJECT: MANHOLE AND LIFT STATION COATING

TELEPHONE/FAX: 786-390-8376

CONTACT: WILLIE THOMAS

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: WTHOMAS@NORTHMIAMIFL.GOV

2.
COMPANY: MIAMI DADE WASD

PROJECT: MANHOLE AND PIPE REHAB

TELEPHONE/FAX: 786-229-8568

CONTACT: JULES DURAND

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: JDURA@MIAMIDADE.GOV

3.
COMPANY: LUMINEL CONTRUSTION

PROJECT: LIFT STATION WET WELL COATING

TELEPHONE/FAX: 954-328-4940

CONTACT: LOUIS NELSON

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: LNELSON@LGCONTRACTOR.COM

4.
COMPANY: RJS CONSTRUCTION

PROJECT: LIFT STATION WET WELL COATING

TELEPHONE/FAX: 786-443-5346

CONTACT: RICK SPENCER

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: RODERICK@RISCONSTRUCTS.COM

QUALITY. VALUE. ECONOMIC GROWTH.

WWW.MIAMIDADE.GOV/WATER



MIAMI-DADE
COUNTY

Sheet Number: 10.7

Product Specifications

Miami-Dade Water & Sewer Department
Address: 3071 SW 38th Ave, Miami, FL 33146
Phone: (305) 665-7477

Wet Well Coating



Minimum Standards

- ASTM G210
- ASTM D4227
- MDWASD Specifications: Sections 02536
- Modified Epoxy Coating

Other Requirements

- NACE Certified Technician Available
- Manufacturer's Certified Applicator
- Underlayment shall be compatible with coating (manufacturer's complete system)
- No Calcium Aluminates allowed
- WASD forces need to have the materials to in stock to spot repair coating after installation of pipe, electric conduits and mechanical supports

Applications

- Sewer Wet Wells

PRE-APPROVED MANUFACTURER

- 1) Epoxytec
- 2) Polymorphic Polymers Corp

Issue Date:

9/9/2016

Revised Date:

9/9/2016

APPROVED PRODUCTS / MODELS

COATING MANUFACTURER	COATING SYSTEM	SUBMITTED
Epoxytec	Uroflex, with CPP, Ceramico or Tnemec 218	☐
Polymorphic Polymers Corp	PPC Coating System WW-200-1a/Damp Concrete	☐

CHEMICAL SEAL FOR ACTIVE LEAKS:

Drill through Manhole and seal outside void

Avanti	☐
Deneef	☐
Quadex Quad-plug	☐

COMMENTS:

Approved by: David Vazquez, PE

Title: Specifications Manager

QUALITY. VALUE. ECONOMIC GROWTH.

WWW.MIAMIDADE.GOV/WATER



MIAMI-DADE
COUNTY

Sheet Number: 10.6

Product Specifications

Miami-Dade Water & Sewer Department
Address: 3071 SW 38th Ave, Miami, FL 33146
Phone: (305) 665-7477

Standard Manhole Coating



Minimum Standards

- ASTM G210
- ASTM D4227
- MDWASD Specifications: Sections 02536
- Modified Epoxy Coating

Other Requirements

- NACE Certified Technician Available
- Manufacturer's Certified Applicator
- Underlayment shall be compatible with coating (manufacturer's complete system)
- No Calcium Aluminates allowed
- Coating required on manholes within 300 feet of wet well
- Coating required on manholes with force main discharge

Applications

- Sewer Manholes

PRE-APPROVED MANUFACTURER

- 1) Epoxytec
- 2) Polymorphic Polymers Corp
- 3) BASF
- 4) PermaForm
- 5) SpayRoq
- 6) Quadex
- 7) Mainstay
- 8) GML Coating System
- 9) Raven Lining System

Issue Date:

9/9/2016

Revised Date:

9/9/2016

APPROVED PRODUCTS / MODELS

COATING MANUFACTURER	COATING SYSTEM	SUBMITTED
Epoxytec	Uroflex, with CPP, Ceramico or Tnemic 218	☐
Polymorphic Polymers Corp	PPC Coating System WW-200-1a/Damp Concrete	☐
BASF	Sewer Guard HBS 100 Epoxy Liner by BASF with SP15 Spray Mortar	☐
PermaForm	Permaform MS-10,000 Fortified with ConShield or Cor-Guard Epoxy	☐
SprayRoq	SprayRoq, Spray Wall and SprayShield GT Coating	☐
Quadex	Geokrete Gepolymer with ConSeal ConBlock	☐
Mainstay	Mainstay DS-5 High Build Epoxy with Mainstay ML-72 Restoration Mortar	☐
GML Coating System	Green Monster Epoxy with GML-30 and GML-60 Epoxy Cement	☐
Raven Lining System	Raven 405 Epoxy with Raven 755 Epoxy	☐

CHEMICAL SEAL FOR ACTIVE LEAKS:

Drill through Manhole and seal outside void

Avanti	☐
Deneef	☐
Quadex Quad-plug	☐

COMMENTS: _____

Approved by: David Vazquez, PE
Title: Specifications Manager



Structural-grade, reinforced epoxy Compound Polymer Paste

Item# RC3

Revised: 12/13/2014

Description

Epoxytec CPP™ is a two-component moisture insensitive, highly adhesive, chemical resistant, 100% solids, high strength and reinforced structural-grade epoxy. CPP™ is truly versatile and can be used as an adhesive, patching filler, or even as a high-build, stand-alone protective liner. The material can be applied as thin as a skim-coat and up to 1/2" per pass (vertical/overhead). Blended with reinforcing agents and various fibers, the Epoxytec CPP™ when cured acts as a fiber-reinforced-polymer (FRP), with high flexural properties. Contains no solvents (no VOCs). CPP™ bonds to concrete, steel, wood, brick, some plastics and most construction materials.

Typical Uses

CPP™ has been proven in many aggressive, closed, immersive, and partially opened environments. Performs in areas subject to chemical attack, and as a sealer preventing oxidation while holding back water migration and hydrostatic pressure. Ideally suited as a protective coating/lining solution, repair/filling epoxy as:

- Adhesive, segmental and anchoring epoxy
- Patching filler, concrete repair and protection
- Chemical resistant liner
- Ultra high moisture, wet solution sealed barrier
- Industrial and treatment structures, tanks, pipes, stations, manholes, invert sections, flow channels, etc. Including potable water.
(ultra-high hydrogen sulfide [H_2S] resistance [+800ppm] and resistant to sulfuric byproduct)

Film Thickness

CPP™ can be applied as a single coat or multi-coat system. It can be feather-edged from a low mil thickness (almost transparent) to a high build barrier liner of 0.5" (inches) @ 70F thick without sag per coat.

For potable water settings, apply between 30 -120 mils DFT.

For thicker passes, consult Epoxytec for various options.

Theoretical Coverage

CPP™ is 100% solid and will not shrink. Therefore, the theoretical coverage properties between wet film thickness (WFT) and dry film thickness (DFT) are the same. Twenty-six (26) square feet (sq.ft.) per gallon (gal.) at 1/16 inch (62.5 mils) thick. One gallon of neat CPP™ yields 231 cu.in. of epoxy.

epoxytec.com/products/PPP

Features

- ANSI/NSF-61 Certified
- EPA-ETV Verified for Infrastructure Rehabilitation Technologies
- Indefinite recoat window
- Excellent chemical resistance
- Structural, with movement tolerance
- No sag, ultra-high build, trowel-applied
- Surface & moisture tolerant (cures underwater)
- Ultra-high adhesion, self-priming
- Great for sectional lining requirements
- "Green" - 100% solids, no VOCs



Surface Preparation

The success of any coating application is directly proportional to the completeness of the substrate preparation and the care the application crew puts into the application. Surface must be clean and sound. Remove all dust, contaminants, grease, curing compounds, rust, impregnation, waxes, foreign particles, and disintegrated materials from the surface, in order to achieve a clean and profiled surface.

Concrete: Prepare the concrete by abrasive blasting, high pressure water cleaning, and/or approved mechanical method to achieve clean, sound, and profiled concrete. When logistics permit, prepare concrete in accordance with SSPC-SP 13/NACE No. 6. "Surface Preparation of Concrete."

Steel: Before preparing steel, please inspect and remove oil, grease, or other contaminants - "Solvent Cleaning" (SSPC-SP1) may be required. Abrasive blasting (or other approved mechanical methods) must be used in order to achieve a clean surface with a minimum profile of 3 mils. To prevent flash rusting, consider the use of an Epoxytec recommended holding primer.

Mixing

Add Part B to Part A and mix for a minimum of 4 minutes with a low speed drill until a homogenous blend (uniformed color, with no streaks) is achieved. Mix with movement, getting the pail's edges, walls, and bottom. Do not add sand or aggregate; a special gelling agent and filler is incorporated to allow up to 0.5 inches @ 70F of fill and hang on vertical or overhead surfaces without sagging, and to achieve performance properties.



Application Method

CPP™ must be applied by trowel, spatula or other hand applied method. To control the thickness Epoxytec recommends utilizing a notch trowel via two different means:

- Option #1 - use a notch trowel first and let it cure; afterwards, return to fill the notches with a straight-edge trowel.
- Option #2 – use a notch trowel, then flatten the application to achieve uniformed thickness.

Kits are premeasured. Mix full kit in its entirety.

As an Adhesive: Apply to both bonding surfaces with spatula (putty-knife) or trowel. Join material. If necessary, clamp until cured. Strike off excess material.

As an Anchor/Dowel: Vertical and overhead. Partially fill drill hole with CPP™. It is permissible for the hole to be damp (remove excess water), however, the object must be dry. Work bolt in and out to compact the paste. Secure with templates. With object in position fill in remaining void.

As a Coat / Patch / Fill: Vertical and horizontal surfaces. Apply to area with trowel or spatula. Work in at maximum layer of 0.5 inches per coat. Minimum application thickness = N/A.

For potable water settings, apply between 30 -120 mils DFT.

Thinning

Do not thin Epoxytec CPP.

Storage & Handling

- Shelf life: 24 months, sealed.
- Storage: Store in a dry area away from direct sunlight. The material should be conditioned to between 70° F and 85° F before use.

Safety

Consult Material Safety Data Sheet (MSDS) for all material safety information.

Packaging & Color

- 2 Gallon Kit (pail)
- 1/2 Gallon Kit (tub)

Item# RC3-G2 (grey)

Item# RC3-K05 (grey)

Technical Properties

Finish		light coarse – alabaster (depending on application)
Mix Ratio		premeasured
Type		proprietary hybrid fiber-reinforced-polymer (epoxy/epoxide)
Potable Drinking Water	ANSI/NSF-61	NSF Certified
Solids by Volume	ASTM D2697	100%
Solvent (VOC)	ASTM D3960	none
Pot Life		30 min. (77F / 200 g mass)
Adhesion Strength (concrete, dry)	ASTM D4541 (mod) CIGMAT CT-2/3	substrate failure
Adhesion Strength (brick, wet)	CIGMAT CT-2/3	substrate failure
Adhesion Strength (steel)	ASTM D4541	1,500 psi
Water Absorption	ASTM D1653	< 0.1 g/sq.m.
Acid Exposure (pH 1, H ₂ SO ₄)	CIGMAT CT-1	passed
Tensile Strength	ASTM D638	8,900 psi
Flexural Modulus	ASTM D790	600,000 psi
Flexural Strength	ASTM D790	7,630 psi
Compressive Strength	ASTM D695	16,000 psi
Elongation	ASTM D2370	5.5%
Gel Time		6 hours (77F)
Complete Cure		18 hours (77F)
Temperature Exposure (dry)		5F - 160F
Temperature Exposure (wet)		32F - 160F
Recoat Time		when firm – no max.

** Epoxytec CPP™ passes ASTM D2512 / D4809-02863 test for Oxygen compatibility.*



Important! Although the technical details and recommendations contained in this data sheet correspond to the best of our knowledge and experience, all the above information must, in every case be taken as merely indicative and subject to confirmation after long-term practical applications; for this reason, anyone who intends to use the product must ensure beforehand that it is suitable for the envisaged application. In every case, the user alone is fully responsible for any consequences deriving from the use of the product. The sole liability of Epoxytec for any claims out of the manufacturer's use of sale of its products shall be for the buyer's purchase price.

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 14.

ITEM: Approval of a proposal from Calvin, Giordano & Associates for Professional & Engineering services for the Broad Causeway corridor shoulder installation project in the amount of \$167,950. Enclosed is a copy of the proposal.

DESCRIPTION:

This proposal is for the professional engineering services to assist in the development of construction plans, specifications, Local Agency Program (LAP) documentation and permitting for the Broad Causeway shoulder installation project. The project would provide a paved shoulder in both directions on the Broad Causeway beginning on the west waterway bridge to West Broadview Drive and a new pedestrian railing for the waterway bridge.

Enclosed is the proposal submitted by Calvin, Giordano & Associates.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	Shoulder Installation BC	Broad Causeway Corridor Enhancement (signed DG).pdf
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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
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Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

July 20, 2017

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

RE: Broad Causeway Corridor Enhancement
CGA Proposal No. 17-9537

Dear Mr. Wasson,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal for Professional Services for the Town of Bay Harbor Islands (TOWN) on the above referenced project. This proposal is for the professional engineering services to assist the TOWN in the development of construction plans, specifications, LAP Documentation, and permitting for the Broad Causeway Corridor Shoulder Installation Project, a LAP funded project. The TOWN would like to provide a paved shoulder in both directions on the Broad Causeway from just east of N Bayshore Drive to W Broadview Drive as well as new pedestrian rail on the Town's waterway bridge. This proposal does not include bidding services, post design services, construction inspection, or construction administration. CGA proposes to provide design services as detailed below:

I. Professional Engineering Services

A. Civil Engineering

1. Town LAP Certification Assistance

- Coordinate with FDOT and the Town for understanding of the process and the steps the Town should take to get re-certified with the FDOT LAP office.

- Prepare for, attend and follow up on bi-weekly meetings with the FDOT contract coordinator and the Town's LAP designee. Provide miscellaneous assistance to the Town with the LAP certification process. 12 hours/month for 6 months are included in this contract. Any additional time will be billed at the standard hourly rates.
- Complete the Computer Based Trainings (CBT) required by the LAP Certification process and recommended by FDOT's contract coordinator. FDOT LAP Certification, LAP SCAT, LAPIT, LAP Professional Services, ERC Application User Guide, NHI Federal Aid Essential for Local Public Agencies. 3 hours/CBT are included in this proposal for a total of 18 hours.

2. Preliminary Phase Package

- Prepare FDOT LAP scope of work document
- Prepare Location Map and Preliminary Engineer's Cost Estimate
- Prepare LAP Certification Package with construction narrative
- Submit FDOT LAP scope of work document, location map and Preliminary Engineer's Cost Estimate to the TOWN for review. Review, respond, and address comments from the TOWN.
- Prepare and submit one (1) hard copy and one (1) CD of the Preliminary Phase Package to FDOT for review.

3. Initial Phase Package

- Prepare 30% Plans for the proposed paved shoulder
- Prepare 30% Engineers Cost Estimate for the improvements.
- Coordinate with Environmental Department for the required Environmental Documents.
- Create an 811 Design Ticket and Submit Initial Utility Request Letters to applicable Utility owners. Log and input received utility As-Builts into AutoCAD.
- Prepare 30% Drainage Calculations.

- Submit 30% Plans and Engineers Cost Estimate to the TOWN for review.
- Attend one (1) meeting with the TOWN to discuss 30% Plans and Engineers Cost Estimate. Review, respond, and address comments from the TOWN.
- Prepare and submit one (1) hard copy and one (1) CD of the Initial Phase Package to FDOT for review.

4. Constructability Phase Package

- Prepare Constructability Phase Plans for the proposed paved shoulder
- Prepare Engineers Cost Estimate for the improvements.
- Submit Confirmation Letters to applicable utility owners. Follow up with applicable utility owner's responses and confirmations.
- Prepare and coordinate with the Town for signatures for the Right-of-Way Forms and "Signed Federal Requirements LAP Checklist for Construction Contracts".
- Prepare Final Drainage Calculations.
- Prepare 100% Technical Specifications and edit TOWN's Front End Specifications to meet requirements in "Signed Federal Requirements LAP checklist for Construction Contract Documents". Coordinate with TOWN on requirements to avoid duplication between Front End Specification and LAP specifications.
- Submit Constructability Phase Plans and Engineers Cost Estimate to the TOWN for review.
- Attend one (1) meeting with the TOWN to discuss Constructability Phase Plans and Engineers Cost Estimate. Review, respond and address comments from the TOWN.
- CGA will review, respond and address comments through the ERC Review of the Constructability Phase.

- Prepare and submit one (1) hard copy and one (1) CD of the Constructability Phase Package to FDOT for review.

5. Production Phase Package

- Prepare Production Plans (100% Construction Plans) for the proposed paved shoulder improvements.
- Prepare Production Phase 100% Engineers Cost Estimate for the improvements.
- CGA shall provide Production Phase Plans and 100% Engineers Cost Estimate to the TOWN for review.
- Prepare and coordinate with the Town to finalize signatures for the Right-of-Way Forms and "Signed Federal Requirements LAP Checklist for Construction Contracts".
- Prepare and submit one (1) hard copy and one (1) CD of the Production Phase Package to FDOT for review.

6. Permitting

- Prepare and process permit applications through the following entities and review, respond and address comments:
 - Miami-Dade County Traffic Engineering. Meet with staff to discuss and review all requirements. Prepare and submit application package for review.
 - Miami-Dade County Regulatory & Economic Resources. Meet with staff to discuss and review all requirements. Prepare and submit application package for review.
 - Town of Bay Harbor Islands Public Works Department (dry run). Meet with staff to discuss and review all requirements.

7. Structural Engineering for the new pedestrian railings on the Waterway Bridge. (\$12,000)

- Review existing structural construction plans
- Review onsite structural condition of the edge of the bridge deck

- Structural analysis, design, detailed drawings, material and construction specifications for bicycle/pedestrian railing.
- Two meetings with client/FDOT for LAP coordination and review of comments.

8. Project Management and Meeting Attendance

- Project Management and project coordination services throughout the design and permitting process. This will include the coordination with the design team, permitting, design schedule, FDOT and the Town in order to provide overall client awareness of the project's progress, budget, schedule, and critical design decisions. 64 hours are included for this task.
- Attendance at four (4) progress meetings with the Town to discuss plan's progress and any comments are included @ 3 hours each.

9. Other Services

- The only services included in the contract are those identified above. No other Services are included in this Contract.
- Geotechnical Investigation is not included in this contract.
- Soft Digs are not included in this contract.
- The following services are not included in this contract, but can be performed by CGA on an hourly basis or under an Additional Services Agreement at the request of the CITY.
 - Bidding services, post design services, construction inspections, or construction administration
 - Preparation of cross section plans.
 - Design of pedestrian accommodations, landscape, irrigation, lighting and traffic.

II. Professional Surveying Services

A. Topographic Route Survey

1. A topographic route survey will be prepared for that portion of Broad Causeway from N Bayshore Drive eastward to the bridge abutment, east of the Service Plaza and also including the Kane Concourse Bridge between W. Bay Harbor Drive and E. Broadview Drive. A grid of 50 foot cross sections will be obtained throughout the road corridor including adjacent retention areas.
2. All above ground improvements within the corridor will be located, with horizontal locations and vertical elevations being provided for such items as sidewalks, edge of pavement, pavement marking and visible above ground utilities. Visible above ground utilities refer to the visible structures (e.g., manholes, valve boxes, inlets, etc.) typically associated with storm drainage, sanitary sewer, potable water, electric, gas, telephone and cable television.
3. Horizontal road alignment of the Broad Causeway will be obtained from the bridge abutment east of the Service Plaza to W Broadview Drive.
4. Survey data will be referenced vertically to North American Vertical Datum 1988 (NAVD88) and horizontally to Florida State Plane Coordinates, North American Datum 83/90 (NAD 83/90).
5. The survey will be prepared in accordance with the Standards of Practice requirements for Surveying and Mapping in the State of Florida as set forth by Chapter 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes Chapter 472.027.

III. Professional Environmental Services

- A. Conduct a field inspection along the project corridor and produce a Habitat Report on findings.
- B. Complete and submit a draft check list and back-up memo with attachments.
- C. Edit drafts as requested by District 6 and submit the final check list and back-up memo with attachments.
- D. This scope does not include a Cultural Resource Assessment Survey (CRAS) addressing historic resources.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. is performing the surveying services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional Engineering Services	
	A Professional Civil Engineering Services	\$145,980.00
II	Professional Surveying Services	\$16,970.00
	Route Survey	\$16,970.00
III	Professional Environmental Services	\$5,000.00
	Other Environmental Work Activity	\$5,000.00
IV	Meetings not included in I thru III	Hourly
TOTAL (Plus Hourly Services)		\$167,950.00

TERMS OF THE AGREEMENT

- All aspects of GIS data development created by Calvin, Giordano & Associates, Inc., will be property of the CLIENT and will be given to the CLIENT at time of project completion.
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Dennis J. Giordano", with a long horizontal flourish extending to the right.

Dennis J. Giordano
President

Cost of these services are \$167,950.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By:  Date: 7/20/17
Name: Dennis J. Giordano
Title: President

By: _____ Date: _____
Name: Mr. Ronald J. Wasson
Title: Town Manager

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 15.

ITEM: Approval of an award of contract to Artificial Group, LLC to provide commercial "English Garden Hanging Baskets" in the amount of \$18,055.04. Enclosed are copies of the bid results.

DESCRIPTION:

The Town advertised sealed bids for project BHI-185 for artificial red bougainvillea plants in the months of June and July of 2017. A total of three (3) proposals were received, they are as follows:

* Artificial Plants Unlimited - \$18,055.04

* Equimeflo Group, LLC - \$19,605.00

* Make-be-leaves - \$ 35,108.20

Staff recommends to award the contract to the lowest response bidder, Artificial Plants Unlimited in the amount of \$18,055.04. A total of \$40,000 was budgeted for this expenditure and it is possible that the project be expanded to other areas in Town.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The lowest responsive bidder was Artificial Plants Unlimited in the amount of \$18,055.04.

\$40,000 was initially budgeted for this expenditure, so the Town may possibly expand the project where appropriate.

BUDGET IMPACT:

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

ATTACHMENTS

1.	Hanging Baskets	Hanging Baskets.pdf
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INTEROFFICE MEMORANDUM

TO: BAY HARBOR ISLANDS MAYOR & TOWN COUNCIL MEMBERS
FROM: RONALD J. WASSON, TOWN MANAGER
SUBJECT: BID RESULTS - BHI-185
DATE: JULY 21, 2017
CC: MARLENE M. SIEGEL, TOWN CLERK

Sealed Bids for the above referenced RFP BHI-185, '**Provide Commercial "English Garden" Hanging Baskets With Artificial Red Bougainvillea Plants**' were solicited and a total of three (3) were received by Town Clerk, Marlene M. Siegel, by 2:30 PM on July 21, 2017, at which time the sealed bids were publicly opened and read aloud.

The total bid was to include

- Thirty-six (36) 22-inch Commercial "English Garden" Hanging Baskets, with chains for hanging, containing arrangements of UV-rated Artificial Red Bougainvillea, in coir liners.
- Eighteen (18) 2-way, black powder-coated, wrought iron scroll arm lamp post brackets, for installation on 8-inch diameter round poles, with all necessary hardware for installation.
- Estimated freight costs from place of manufacture to Town of Bay Harbor Islands

The results were as follows:

Make-Be-Leaves 5300 Derry Ave., Unit C Agoura Hills, CA 91301	<u>\$35,108.20 Total Bid</u> • \$650.00 per each Hanging Basket x 36 units • \$334.00 per each lamp post bracket x 18 units • \$2,941.20 flat rate packaging fee • \$2,755.00 est. freight
Artificial Plants Unlimited 6056 Conte Del Cedro Carlsbad, CA 92011	<u>\$18,055.04 Total Bid</u> • \$334.67 per each Hanging Basket x 36 units • \$125.96 per each lamp post bracket x 18 units • \$3739.91 Packaging & Freight
Equimeflo Group LLC* 1108 Kane Concourse, Suite 206 Bay Harbor Islands, FL 33154 *Note: This bidder does not meet the "qualified vendor" requirements. In addition, they omitted freight costs, clients to whom they have supplied similar product, a manufacturing timeline, and other details specified in the RFP.	<u>\$19,605.00 Total Bid</u> • \$460.62 per each Hanging Basket x 36 units • \$167.94 per each lamp post bracket x 18 units • Freight not included in bid

It is our recommendation to go with the lowest bidder, Artificial Plants Unlimited. Though the total bid falls below the \$20,000.00 threshold necessitating it go before Council, we budgeted \$40,000.00 for this project, so we might purchase a color change out and possibly expand the project where appropriate.


Ronald J. Wasson

TOWN OF BAY HARBOR ISLANDS, FLORIDA REQUEST FOR PROPOSAL

BHI-185: PROVIDE COMMERCIAL "ENGLISH GARDEN" STYLE HANGING BASKETS WITH ARTIFICIAL RED BOUGAINVILLEA PLANTS

Sealed Bids for **PROVIDE COMMERCIAL "ENGLISH GARDEN" HANGING BASKETS WITH ARTIFICIAL RED BOUGAINVILLEA PLANTS (Contract No. BHI-185)** must be received by the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, **by 2:30 PM on July 21, 2017** at which time bids will be publicly opened and read aloud. All bids shall be clearly marked: **'BHI-185: PROVIDE COMMERCIAL "ENGLISH GARDEN" HANGING BASKETS WITH ARTIFICIAL BOUGAINVILLEA PLANTS'**.

The Town of Bay Harbor Islands, located in Miami-Dade County, Florida is requesting proposals for Artificial Red Bougainvillea arranged in in "English Garden" Hanging Baskets for installation in the downtown business district. The Town seeks to purchase the following:

- Thirty-six (36) 22-inch Commercial "English Garden" Hanging Baskets, with chains for hanging, containing arrangements Artificial Red Bougainvillea in coir liners.
 - You must **specify the number and length of the vines** used in each basket.
- Eighteen (18) 2-way, black powder-coated, wrought iron scroll arm lamp post brackets, for installation on 8-inch diameter round poles; with all necessary hardware

Bay Harbor Islands is a vibrant, affluent community of approximately 6,200 residents located on two islands in northern Biscayne Bay. The Town connects to the barrier island at Bal Harbour Village and the Town of Surfside to the east and to the mainland city of North Miami at 125th Street by a series of 4 bridges maintained by the Town of Bay Harbor Islands. Bay Harbor Islands is exceptionally beautiful and offers one of the safest communities in Florida to live and work.

All proposals must be from **qualified vendors, in business a minimum of 5-years experience providing artificial, outdoor-rated decorative plants**. Please supply a current client list, photos of product, and examples of similar installations of artificial plants you have provided, with a realistic timeline to complete the manufacturing/production of the planters and hardware, along with all related costs, including estimated ground shipping & handling to 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154.

Please provide pricing per each hanging basket and per each bracket, including all components necessary to install and hang, as the Town may wish to purchase additional units. Further questions may be directed to the Town Managers Office, attn.: Bridget Anne Morin, 305-866-6241 or via email to bmorin@bayharborislands-fl.gov.

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any and all bids.

Town of Bay Harbor Islands, Florida
Marlene M. Siegel, Town Clerk

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

REQUEST FOR PROPOSAL - TOWN OF BAY HARBOR ISLANDS - BHI-185: PROVIDE COMMERCIAL "ENGLISH GARDEN" STYLE HANGING BASKETS WITH ARTIFICIAL RED BOUGAINVILLEA PLANTS

in the XXXX Court,
was published in said newspaper in the issues of

07/10/2017

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this
10 day of JULY, A.D. 2017

(SEAL)

MARIA MESA personally known to me



TOWN OF BAY HARBOR ISLANDS, FLORIDA REQUEST FOR PROPOSAL

BHI-185: PROVIDE COMMERCIAL "ENGLISH GARDEN" STYLE HANGING BASKETS WITH ARTIFICIAL RED BOUGAINVILLEA PLANTS

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Please provide pricing per each hanging basket and per each bracket, including all components necessary to install and hang, as the Town may wish to purchase additional units. Further questions may be directed to the Town Managers Office, attn.: Bridget Anne Morin, 305-866-6241 or via email to bmorin@bayharborislands-fl.gov.

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any and all bids.

Town of Bay Harbor Islands, Florida
Marlene M. Siegel, Town Clerk
17-86/0000240184M

7/10

BID CLOSING

Friday July 21, 2017 @ 2:30 PM

Town of Bay Harbor Islands

**BHI-185- Provide Commercial "English Garden" Hanging Baskets with Artificial
Bougainvillea Plants**

1.		Bid Bond	Bid Amount \$
Company Name Contractor Name Address/ Phone #	Make Be-leaves		\$35,108.20
	5311 Denny Ave -Unit C		
	Agoura Hills, CA 91301		
2.			
Company Name Contractor Name Address/ Phone #	Artificial Plants Unlimited		\$18,055.04
	6056 Conte Del Cedro		
	Carlsbad, CA 92011		
3.			
Company Name Contractor Name Address/ Phone #	Equime Flo LLC		\$ 19,605.00
	1108 Kane Concourse, Ste 206		
	BHI, FI-33154		
4.			
Company Name Contractor Name Address/ Phone #			

Thank you for the opportunity to provide this Quote. We look forward to your business **QUOTE**



5311 Derry Avenue, Suite C
Agoura Hills, CA 91301

Phone: (818) 597-7790
Fax: (818) 597-7799

Quote no. AAAQ10651
Date 03/22/17
Job # AAPROJECT8653
PO No.

Quote For:

Town Of Bay harbor Islands English
9665 Bay Harbor Terrace
Bay Harbor, FL 33154

Ship To:

Town Of Bay harbor Islands
9665 Bay Harbor Terrace
Bay Harbor, FL 33154

Ship Via Best Possible

Terms 50% DEP.
BAL/PREPAID

Attention: Bridget Anne. Morin
Phone (305)866-6241
Fax:

Attention: Bridget Anne. Morin
Phone (305)866-6241

Sales Rep: sales

By:

Quote No. AAAQ1065

Project:

Date: 03/22/17 **QUOTE**

Customer		Container		Qty	Each	Price
Ref #	Item	Item Description	Color			
		English Garden Contract # BHI-185		1	\$0.00	\$0.00
	NS Custom UV Stabilized	English Garden UV 22" Hanging Basket With 9 36" Fushia Color Bouganvillea Plants. Chain included are in cluded*		36	\$650.00	\$23,400.00
	Custom Item	2 way Black Powder-coated Wrought iron scroll arm post brackets		18	\$334.00	\$6,012.00
	SubTotal					\$29,412.00
	BOXING AND CRATING CHARGE			1	\$2,941.20	\$2,941.20
	Freight & Handling Charge	Freighth Estimate Only subject to change		1	\$2,755.00	\$2,755.00

Customer		Container					
Ref #	Item	Item Description	Color	Location	Qty	Each	Price
All Orders are F.O.B. Agoura Hills				Sales Tax		\$0	\$0.00
Total Quote							\$35,108.20
Deposit Required							\$17,554.10

General lead time 3 to 4 weeks from receipt of deposit
 CUSTOM ITEMS MAY BE SUBJECT TO LONGER LEAD TIMES
 Rush orders can be accommodated

Notes: English Garden Contract # BHI-185

Make Be-Leaves custom designs are original reflections of nature's most beautiful work. There is a great deal of artistic and creative license necessary to construct an idea from the spoken word and in replicating nature. Make Be-Leaves draws inspiration from photos and galleries worldwide - however, the most important step working together is to fully understand your vision. Once a project is completed, there is very little that can be adjusted, so we urge our clients to fully visualize their order when placing it and communicate all expectations at that time. Once the order is placed, refunds no longer apply and revisions require an additional charge. Susie Améche, CEO of Make Be-Leaves, has 30 years experience successfully bringing architects and designers' visions to life.

ACKNOWLEDGEMENT OF TERMS: Make Be-Leaves is a "custom house" dedicated to servicing our clientele to ensure satisfaction. **Terms & Conditions:** All items are custom and non-refundable. Modifications of signed quote showing the acceptance of said quote, will result in additional charges: i.e. Changing containers, altering florals/plants/trees, eliminating and/or changing items.

MAKE BE LEAVES PAYMENT POLICY: CHECKS AND WIRE TRANSFERS ACCEPTED ONLY

Make Be-Leaves Shipping Policy: A Credit Card is required to cover freight charges unless the client chooses 3rd Party Shipment or COD delivery.

We accept VISA / AMEX / MC

Card Number _____ Exp. Date: ____/____/____

Security Code _____ Billing Zip Code _____

Name on Card:

A warehousing charge will be applied to all orders that delay shipment more than 7 days after originally scheduled ship date. Custom items and custom floral arrangements are non-returnable. Refer to Price List for terms of purchase.

A 1.5% per month Fiance charge will be computed on past due bal

Any Damage not reported on site is not Make Be Leaves Responsibility



Planters Unlimited
6056 Corte Del Cedro
Carlsbad, CA, 92011
Phone: 888-320-0626
www.planter sunlimited.com

Quote

Quote #:

QT1002431

Quote Date:

6/19/2017

Quote Expire Date:

7/19/2017

Customer ID:

1025019

BILL TO:			SHIP TO:		
Town of Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor Islands FL 33154 UNITED STATES Attn: Bridget Morin			Town of Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor Islands FL 33154 UNITED STATES 305-866-6241 Attn: Bridget Morin		
CUSTOMER P.O. NO.		TERMS		LEAD TIME	
BHI-185		50% Down 50% Due Prior Ship		5-6 weeks	
FOB POINT		SHIPPING TERMS		SHIP VIA	
		Standard		UPS Ground	
NO.	QTY.	ITEM	PRICE	UOM	EXTENDED PRICE
1	36.0000	APU1-UV-HB-22-BGVL-R: Bougainvillea in 22 in Hanging Basket, Outdoor rated Color: Red	371.8500	EA	10% 12,047.94
2	18.0000	302-20-8RD: TWO-WAY SCROLL ARM LAMP POST BRACKET FOR 8IN. DIAMETER ROUND POLE	139.9500	EA	10% 2,267.19
3	6.0000	BUILD-ITEM: 6- 36" Bougainvillea vines per 22" English Basket	0.0000	EA	0.00

NOTE:

Freight:

Commercial Curbside delivery with lift gate/ with delivery appointment.

*Items will be palletized , customer must have crew on site to unload.
(delivery from San Diego to Florida typically takes 5-7 business days)

NOTE: BHI-185 ENGLISH GARDEN HANGING BASKETS WITH ARTIFICIAL BOUGAINILLEA

Sales Total: 14,315.13

Freight & Misc.: 3,739.91

Tax Total: 0.00

Total (USD): 18,055.04

Quotes are valid for 30 days. Lead times are approximate and may be extended due to unforeseen circumstances.
Production begins when we receive deposit and approved shop drawings.
Once order is in production, it may not be cancelled. All sales are final. Thank you for your interest in our products.



EQUIMEFLO LLC

PROVIDE COMMERCIAL "ENGLISH GARDEN"
HANGING BASKETS WITH ARTIFICIAL
BOUGAINVILLEA PLANTS

	ITEM	QUTY	UNIT PRICE \$/UNIT	TOTAL COST
1	22 - INCH COMMERCIAL "ENGLISH GARDEN" HANGING BASKETS WITH ARTIFICIAL BOUGAINVILLEA PLANTS	36.00	460.62	16,582.32
2	2 - WAY BLACK POWDER COATED, WROUGHT IRON SCROLL ARM LAMP POST BRACKETS	18.00	167.94	3,022.92
TOTAL BASE BID				19,605

Description: Each Basket contains 14 to 18 branches of bougainvillea plants – 12 to feet long each branches

Clients Reference:

CW Lawn Maintenance (954)214-8234
Elegance Landscaping (954)722-4601

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 16.

ITEM: Discussion and direction requested by Town Manager Wasson regarding the addition and remodel of the Town Hall Building. Enclosed are renderings, estimated costs and some options for discussion.

DESCRIPTION:

The following options will be discussed at the Council Meeting:

- Option 1 Existing interior and exterior building renovations plus a 6,000 SF expansion
- Option 2 New 3-story, 20,000 GSF building
- Option 3 Existing interior building renovation with enclosing the open lobby area.
- Option 4 Existing interior building renovation without enclosing the open lobby area.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

- Option 1 (renovate existing building with new addition)= \$7,000,000
- Option 2 (demolish existing building and construct new 20,000 GSF town hall) = \$11,700,000
- Option 3 (renovate existing building enclose open lobby area) = \$3,000,000
- Option 4 (renovate existing building without enclosing open lobby area) = \$2,500,000

BUDGET IMPACT:

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

ATTACHMENTS

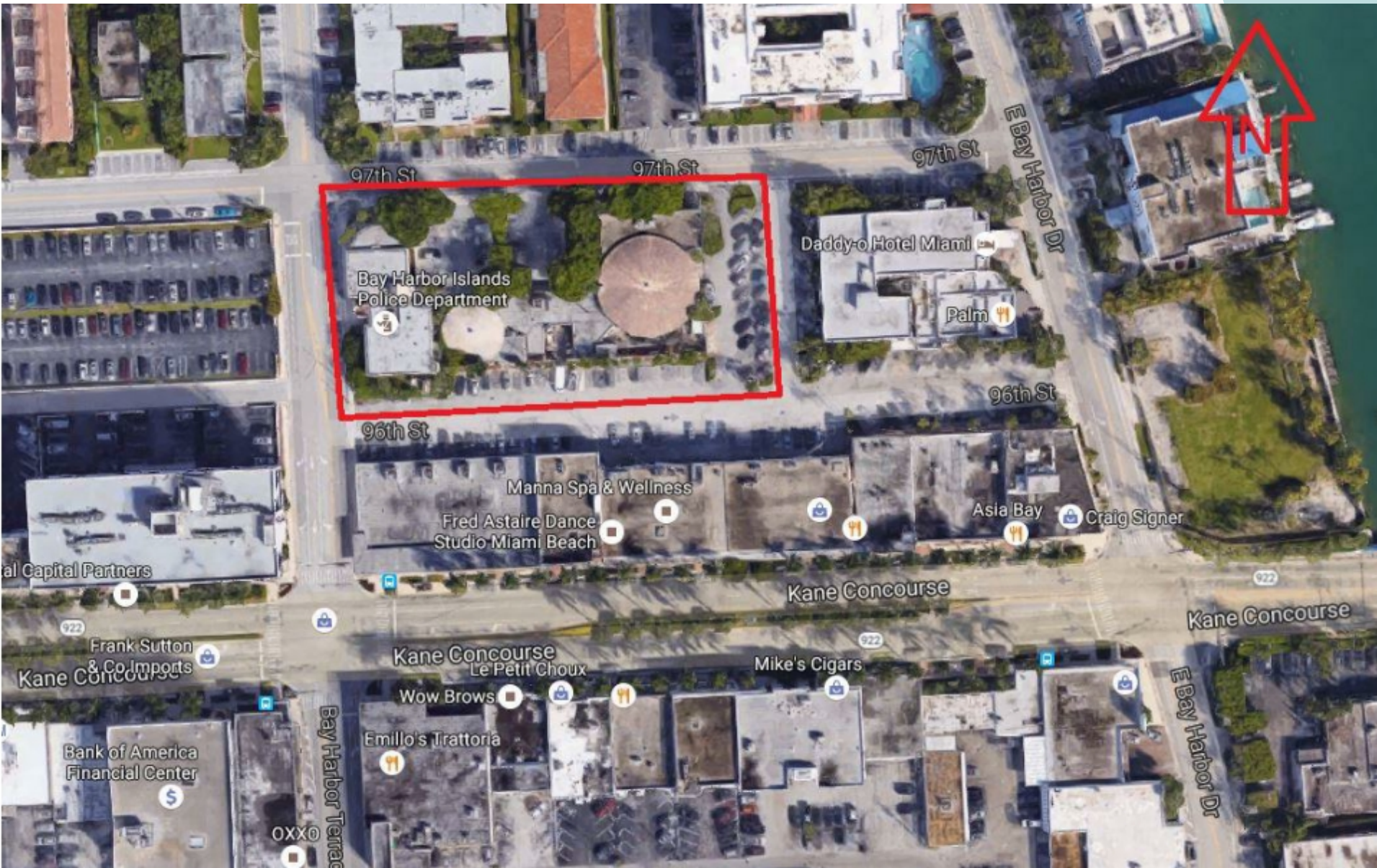
1.	Town Hall Project	BHI Options-rev.pptx
2.	TH Report	Due Diligence Report COMPLETE W. Appendices.pdf

Town of Bay Harbor Islands

Town Hall Evaluation



Location Map



Existing Town Hall (9,500 SF)



Existing Town Hall (9,500 SF)



Town Hall Improvement Options

- Option 1
 - Existing interior and exterior building renovations plus a 6,000 SF expansion
- Option 2
 - New 3-story, 20,000 GSF building
- Option 3
 - Existing interior building renovation with enclosing the open lobby area.
- Option 4
 - Existing interior building renovation without enclosing the open lobby area.

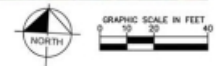
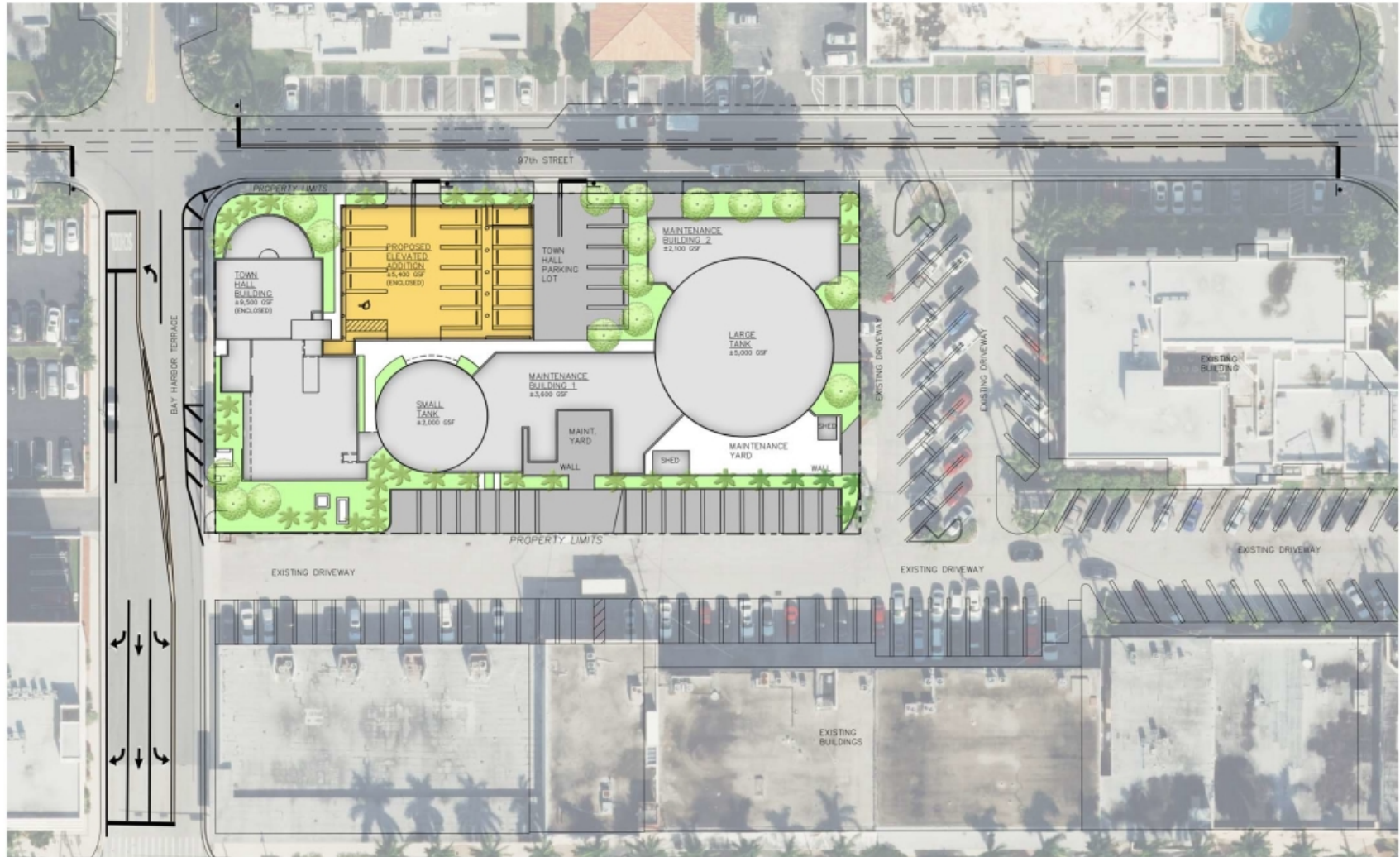
Option 1 - Existing Building Renovation w/ Exterior Improvements

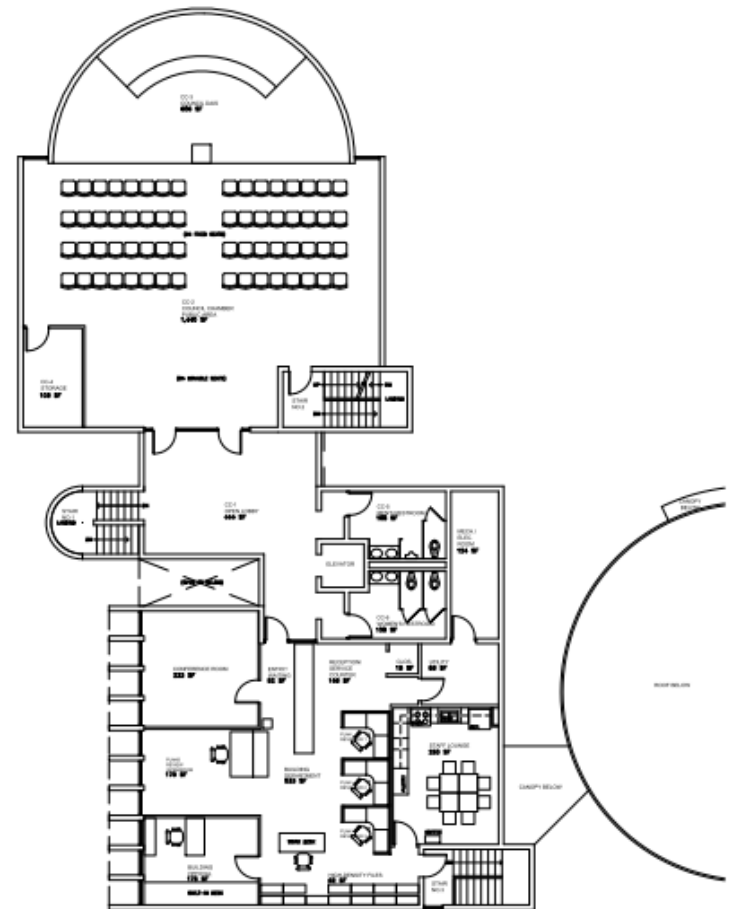
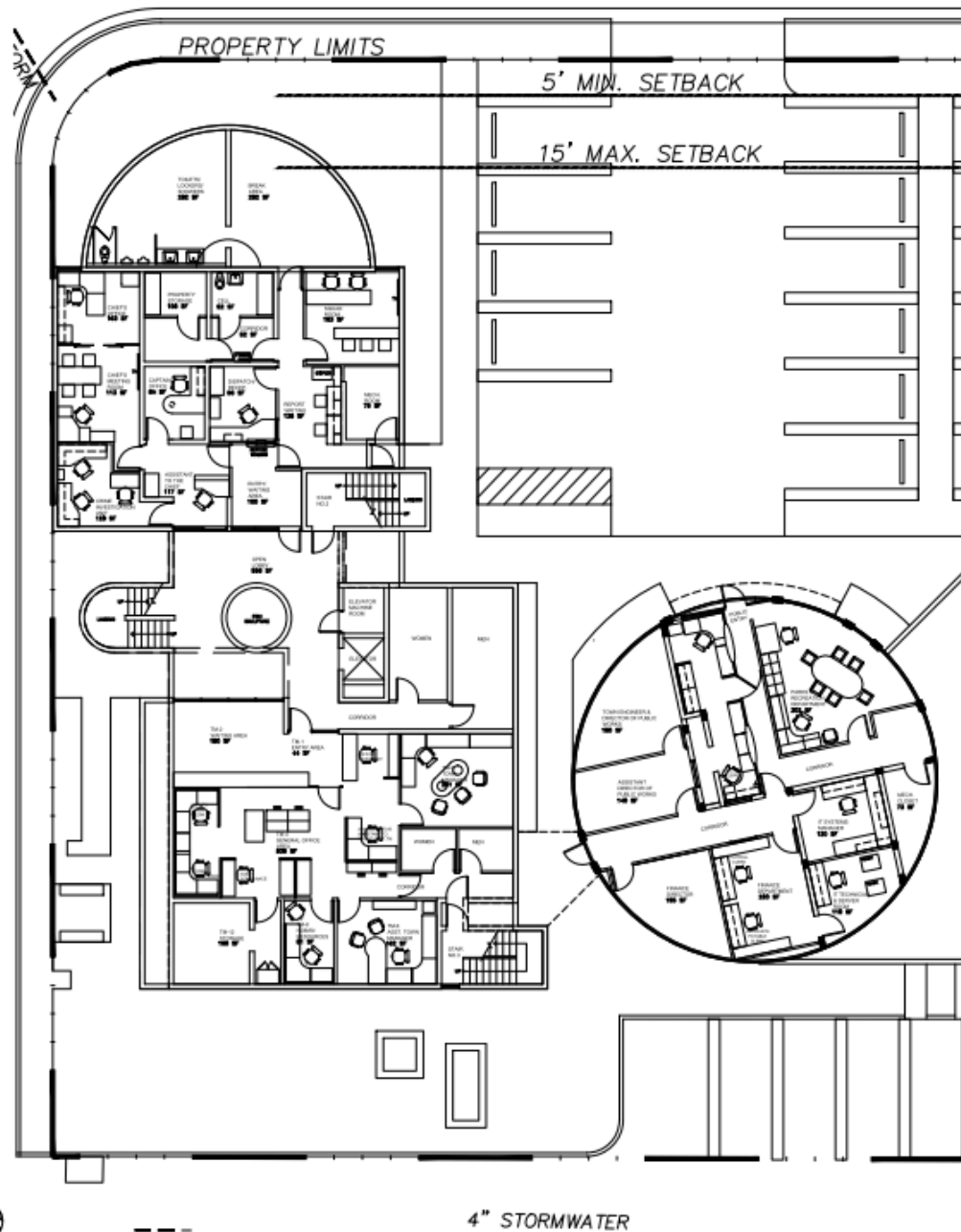


Option 1 - Existing Building Renovation w/ Exterior Improvements



Option 1





1 EXISTING FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

2 EXISTING SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

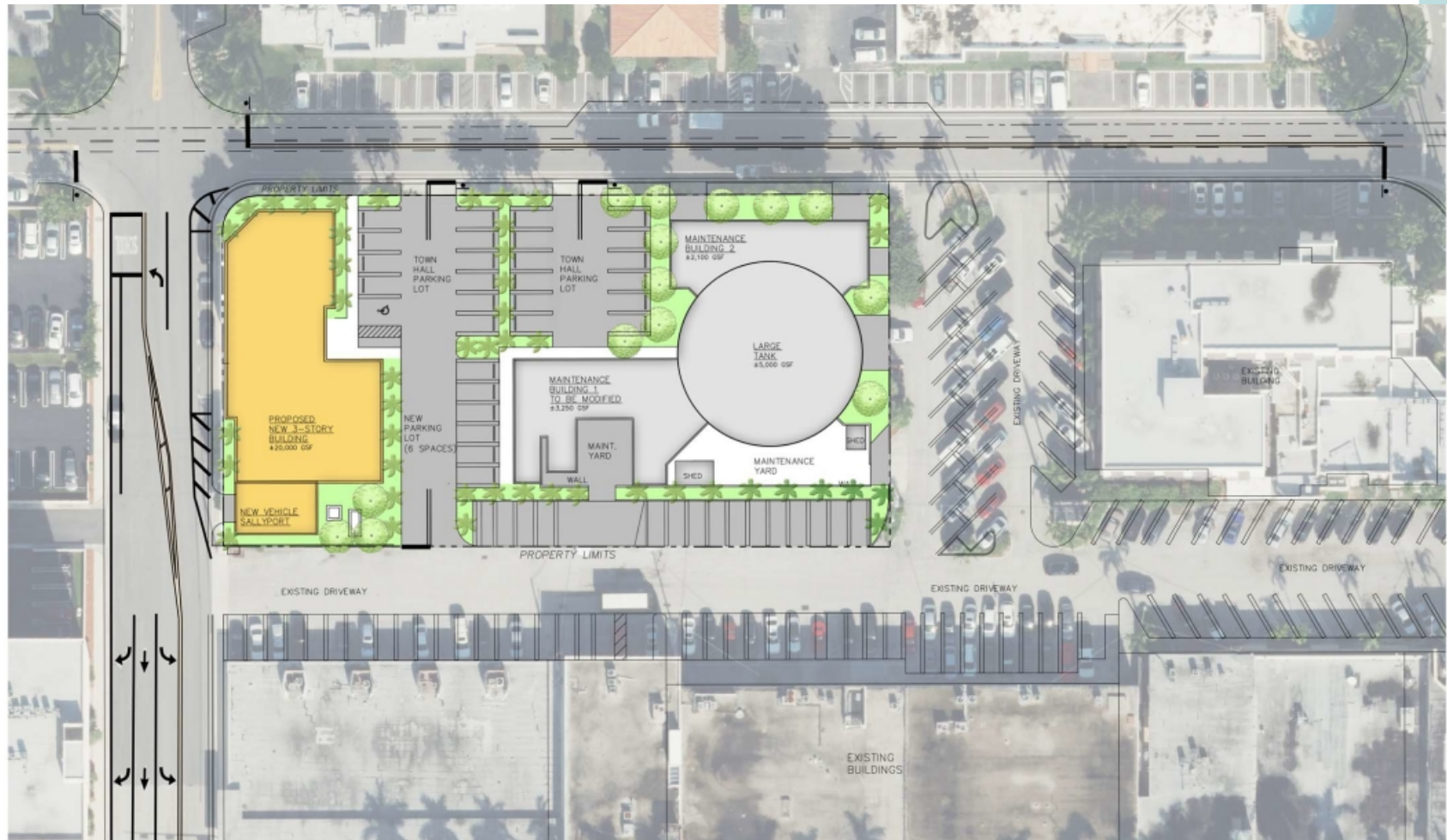
Option 1 – Cost Estimate

Item #	Description	
01	Site Improvements	\$460,032.00
02	New Building Addition	\$2,702,284.80
03	Interior Improvements - Police Department Areas	\$1,066,425.60
04	Interior Improvements - Town Council Chambers and Building Department Areas	\$536,064.00
05	Exterior Improvements	\$744,960.00
06	Small Tank Building - Interior and Exterior Improvements	\$247,040.00
	Construction Costs - Option 1	\$5,756,806.40
	10% Design Fees	\$575,680.64
	10% Contingency	\$633,248.70
	Total Project Costs - Option 1	\$6,965,735.74

Option 2

- Complete demolition of existing building (9,500 SF) and small tank (2,500 SF)
- Construction of new 3-story, 20,000 GSF building

Option 2



Option 2 – Cost Estimate

Item #	Description	
01	Site Improvements	\$850,752.00
02	New Building Construction	\$7,872,128.00
03	New Building FF&E	\$588,800.00
04	Maintenance Buildings - Exterior Improvements	\$337,201.92
	Construction Costs - Option 2	\$9,648,881.92
	10% Design Fees	\$964,888.19
	10% Contingency	\$1,061,377.01
	Total Project Costs - Option 2	\$11,675,147.12

Cost Estimates

- Option 1 (renovate existing building with new addition)= \$7,000,000
- Option 2 (demolish existing building and construct new 20,000 GSF town hall) = \$11,700,000
- Option 3 (renovate existing building enclose open lobby area) = \$3,000,000
- Option 4 (renovate existing building without enclosing open lobby area) = \$2,500,000



Questions?

Existing Building Elevations



July 31, 2017

Due Diligence Report

Bay Harbor Islands Town Hall

Bay Harbor Islands, Florida

Prepared for:

Town of Bay Harbor Islands
9665 Bay Harbor Terrace, Miami Beach, FL 33154

Prepared by:

Kimley-Horn and Associates, Inc.
600 North Pine Island Road, Suite 450
Plantation, FL 33324

Kimley-Horn Project Number: 044053056

Kimley-Horn was retained to perform a limited Due Diligence Report, and we performed only those tasks specifically stated in our scope of services. This report may be relied upon only by Kimley-Horn's Client. It is not intended for use by any other party.

The Client may use this report as part of its due diligence, but this report should not be used as the sole basis for the Client's decision making. We endeavored to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. Our assessment is based in large part on information provided to us by others (city staff, DOT staff, Utility Company Representatives, etc.) and therefore is only as accurate and complete as the information provided to us. This report is based on our knowledge as of **July 31, 2017** and is based on the desires of the Client that have been specifically disclosed to us. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions.

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III. LAND USE/ZONING	3
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V. SITE ACCESS	4
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Due Diligence Report

I. INTRODUCTION

Kimley-Horn and Associates, Inc. (Kimley-Horn) has prepared a site due diligence report at the request of the Town of Bay Harbor Islands (Town). The subject property (Site) is located at 9665 Bay Harbor Terrace, Miami Beach, FL 33154 (Township 52, Range 42, Section 27). The Site is a 1.30-acre developed parcel bounded by 97th Street to the North, Bay Harbor Terrace to the west, 96th Street to the South, and commercial retail to the east. The Site has four (4) access points via 97th Street, 96th Street, Bay Harbor Terrace, and the adjacent parking lot to the east of the Site, as illustrated in the Site Location Map (Appendix A).

The proposed renovation of the Site is expected to consist of one (1) buildout (approximately 6,000 SF) over the existing Town Hall surface parking lot. This would be a second-floor addition with adequate lower level parking.

II. SITE LOCATION AND DESCRIPTION

The subject property (Parcel Id: 1322270012210) is located in the Town of Bay Harbor Islands, Miami-Dade County, Florida. The parcel is located on the southeast corner of the Bay Harbor Terrace and 97th Street intersection. The Daddy-O Hotel and Palm Restaurant are directly east of the Site, while several multifamily residential units lie directly north. The Site is located on the eastern landmass of Bay Harbor Island, surrounded by ocean water on all sides. Indian Creek flows on the southern and eastern boundaries of the Site, while the Biscayne Bay flows adjacent to the northern boundary. As illustrated in the aerial Site Location Map (See Appendix A), the Site is currently developed as the Bay Harbor Islands Town Hall. The Site appraisal information can be found in the Miami-Dade County Property Appraiser Information included in Appendix B.

III. LAND USE/ZONING

Per the Town of Bay Harbor Islands' - Official Zoning Map, the property is currently zoned B-1 (Business District) as illustrated in Appendix C. This correlates with the proposed use indicated by the Town, therefore, rezoning of the parcel is not anticipated.

Due Diligence Report

IV. PARKING/OPEN SPACE

Based on a review of the Town of Bay Harbor Code of Ordinances for Business District Development Zones (B-1), the Site is required to provide one parking space for each 300 SQFT of net floor area. The Town of Bay Harbor Islands – Code of Ordinance Chapter 23, Article II, Sec. 23-24(c)(6) has been provided under Appendix D for reference purposes. Both Bay Harbor Terrace and 96th Street provide street parking for official parking only. The onsite parking is provided by the two (2) lots located on the northern boundary of the Site, adjacent to 97th Street. There is an existing parking lot adjacent to the Site's east boundary, but has been designated as Daddy-O Hotel parking and/or metered parking only.

V. SITE ACCESS

As depicted in the Site Location Map (Appendix A), there are a total of four (4) access routes to the Site via Bay Harbor Terrace, 97th Street, 96th Street, and the adjacent parking lot to the east of the Site. Along the northern boundary of the property, there are two parking lots that lead to several entrances into the building. Another entrance point transects the Site's southern boundary, and can be accessed via 96th Street. The Site abuts Bay Harbor Terrace on the west boundary, where there is an additional access point. The final ingress point can be accessed via the eastern adjacent parking lot, which serves as a boundary between the Site and the Daddy-O Hotel.

VI. SITE UTILITIES AND CONTACT INFORMATION

General

Based on the information provided by the Town of Bay Harbor's Utilities Department, public water distribution and sanitary sewer utilities are located within the vicinity of the Site. Kimley-Horn has preliminarily coordinated with the Town of Bay Harbor Islands and obtained utility atlases for the Site and adjacent neighbors. Additionally, the Town of Bay Harbor Public Works Department

Due Diligence Report

confirmed the utilities surrounding the Site are owned and maintained by their department.

Based on the sewer atlas provided by the Town of Bay Harbor Islands Public Works Department (Appendix E), an existing lateral and wye connection to an 8-inch vitrified clay pipe (VCP) gravity main west of the Site runs north to south on Bay Harbor Terrace. This 8-inch VCP runs to a manhole located at the intersection of Bay Harbor Terrace and 96th Street. A 15-inch VCP gravity main discharges west to east along 96th Street into a manhole located south of the Site. The manhole discharges into the Town of Bay Harbor Island's pump and compressor station via an 18-inch VCP gravity main. A 16-inch cast iron force main runs west to east along 96th Street from the pump and compressor station to East Bay Harbor Drive.

Based on the water atlas provided by the Town of Bay Harbor Island Public Works Department (Appendix F), an existing 8-inch PVC C-900 watermain runs along 97th Street. The Site has a 2" single service tie-in.

Based on the stormwater atlas provided by the Town of Bay Harbor Island Public Works Department (Appendix G), an existing 8-inch concrete stormwater main runs west to east along 97th Street. This stormwater main is transected (at a catch basin) by a 15-inch concrete stormwater main running south to north through the adjacent parking lot east of the property. The 15-inch concrete stormwater main continues east where it discharges into Indian Creek after upscaling to a 24-inch concrete stormwater main along East Bay Harbor Drive.

It is not anticipated that these utilities will need to be expanded or modified as a result of the proposed renovation. However, further coordination with the Town of Bay Harbor Island's Public Works Department will be required to determine any additional service points of connection for the property.

Along with the Town of Bay Harbor Island's Public Works Department, a utilities Design Ticket was opened with Sunshine State One-Call for additional utilities that may exist within and/or currently about the property. Prior to commencing the design phase for the Site, record drawings will need to be requested and reviewed from the listed utility companies. See Design Ticket No. 308603695 from Sunshine State

Due Diligence Report

One-Call of Florida (Appendix H) for Utility Providers within the vicinity of the property.

Confirmation from TECO Peoples Gas indicated there is an existing underground 4-inch natural gas line along 96th Street. Provided the peak-hour demand does not exceed the capacity of the gas system in the area, the existing natural gas line can provide 5 psi downstream of the meter for a generator service line. Further communication with TECO Peoples Gas to determine the exact location(s) of the underground natural gas facilities is recommended before any development commences within the Site.

Based on a Site visit, there are existing aerial cables attached to utility poles within the vicinity of the Site. The aerial facilities are directly west and south of the Site, and are attached to Florida Power Lighting (FPL) Company power poles.

Confirmation from FPL indicated that there is currently a vault transformer and three transformers with closed delta configuration for a secondary voltage of 3-phase 120/240 volts at the Site. The protective device on the line side of the transformer currently in place at the Site is a 65-amp type K fuse with a primary service voltage is 13.2kV. Please see attached FPL load letter email under Appendix I for further details.

A meeting with the Town of Bay Harbor Island Utilities Department will determine if the existing utilities will require modifications prior to construction. The mechanical, electrical, and plumbing (MEP) engineer will determine if there is adequate capacity in the existing mains to serve the proposed building.

Permits

Permits for any site work will require approval from the Town of Bay Harbor Islands Public Works and Building Departments.

Proposed stormwater management improvements will require approval from the following agencies:

Due Diligence Report

- *Town of Bay Harbor Islands – Engineering Department;*
- *South Florida Water Management District (SFWMD):* in accordance with F.S. § 373.036(2)(A)-Flood Protection and Floodplain Management;
- *Department of Community Affairs:* in accordance with F.S. § 380.05-Areas of critical state concern, and F.S. chp. 553, part IV-Florida Building Code;
- *Department of Environmental Protection, Coastal Construction Control Line:* in accordance with F.S. § 161.053—Coastal Construction and Excavation;
- *Miami-Dade County Regulatory and Economic Resources*

Proposed potable water distribution and sanitary sewer utility improvements will require approval from the following agencies:

- *Miami-Dade Water and Sewer Department;*
- *Miami-Dade County Regulatory and Economic Resources;*
- *Miami-Dade County Fire Department;*
- *Department of Health:* in accordance with F.S. § 381.0065—On-Site Sewage Treatment and Disposal Systems; and
- *Town of Bay Harbor Islands – Building Department*

VII. WETLANDS AND CONTAMINATED SITES

Based on the data base of the US Fish and Wildlife Service National Wetland Inventory website, there are no known wetlands within the Site boundaries of the property. However, the Site is within close proximity to Indian Creek to the south and east, and the Biscayne Bay to the north as illustrated in Appendix J. Additionally, the Site area was also searched in the Miami-Dade County data base for contaminated areas. Based on the Miami-Dade County Environmental Considerations Report provided in Appendix K, there are five (5) contaminated sites located within a one (1) mile radius. As the subject property is considered a contaminated site, further investigation may potentially be required to determine the radius of influence and the extent of contamination.

Due to the Site's proximity to known contaminated plumes, it is recommended that an Environmental Consultant conduct a site assessment to verify and evaluate

Due Diligence Report

findings of the report. The Environmental Consultant shall determine whether remediation is required or if additional permits are necessary.

VIII. DRAINAGE

Because Bay Harbor Islands lies entirely in a floodplain, the Town is required to have floodplain management ordinances. The project Site is located within Miami-Dade County Regulatory and Economic Resources jurisdiction and SFWMD jurisdiction. Therefore, the requirements for a stormwater management system will need to comply with both entities' criteria. The proposed Site will be required to meet the existing Town of Bay Harbor Islands Chapter 7½ Flood Damage Prevention Code of Ordinances. Additionally, an analysis of the 100-year, 72-hour storm event will also have to be provided and used as a factor to confirm the finished floor elevation (FFE). The Site is required to conform to Town, Miami-Dade County Regulatory and Economic Resources, and SFWMD water quality detention/retention (pre-treatment) criteria.

Finished Floor Elevation (FFE) - Flood Criteria

Upon renovation, the project Site grade elevations will be designed to meet floodplain management criteria based on Federal, State, County, and Town standards as follows, whichever results in the highest elevation:

1. The Site is located in FEMA Flood Zone Panel No. 12086C0144L. Per the Miami-Dade County FEMA Flood Zone Map (Appendix L), the property is within the AE Flood Zone that corresponds to the 100-year floodplains, indicating flood insurance is mandatory. Based on the Miami-Dade County FEMA Flood Zone Map, the Base Flood Elevation is determined to be 8.0' (NGVD 29).
2. The Town of Bay Harbor Islands – Code of Ordinance Chapter 7½, Article III – Provisions for Flood Hazard Reduction (Appendix M) states “new construction and substantial improvement of any commercial, industrial, or

Due Diligence Report

nonresidential buildings shall have the lowest floor, including basement, elevated to no lower than base flood elevation.”

3. No existing stormwater permits were found upon completion of a general search in the SFWMD database. However, as the database is not always all encompassing, SFWMD staff have been contacted to confirm existing stormwater permits do not exist for the subject Site. Validation will be provided upon receipt of confirmation from SFWMD.

After comparing Federal, State, County, and Town regulations, the FEMA established Base Flood Elevation resulted in the highest elevation for the FFE. Based on the aforementioned criteria, the FFE of any new building for this Site shall be constructed at a minimum elevation of 8.0’ (NGVD 29). Elevation of 8.0’ (NGVD 29) is subject to change during design phase and 100-year 72-hour zero discharge analysis.

Per the Miami-Dade County Average Groundwater Table Map (Appendix N), the average ground water table elevation is estimated to be 1.0’ - 2.0’ (NGVD 29). This ground water table elevation will be used as the control water elevation for stormwater management calculations.

IX. CONCLUSION

After completing initial coordination with several municipal departments, including the Town of Bay Harbor Islands Public Works Department, requesting the Sunshine State One-Call Design Ticket, and completing the remaining due diligence process, the Site renovation for this property has been evaluated based on the preliminary site plan and information provided. As the Site is zoned as Business District Development, rezoning of parcel is not anticipated during the renovation process. Per the Town of Bay Harbor Islands Public Works Department, water, sewer, and stormwater utilities are all available at the Site. After comparing Federal, State, County, and Town regulations, the FEMA established Base Flood Elevation resulted in the highest elevation for the FFE. Based on the aforementioned criteria, the FFE of any new building for this Site shall be constructed at a minimum elevation of 8.0’

Due Diligence Report

(NGVD 29) (subject to change during design phase). Further coordination and permit applications with the Town of Bay Harbor Islands Building Department and several municipal departments will be required once site renovation commences.

Due Diligence Report

IX. APPENDIX

APPENDIX A: SITE LOCATION MAP

APPENDIX B: MIAMI-DADE COUNTY PROPERTY APPRAISER INFORMATION

APPENDIX C: TOWN OF BAY HARBOR ISLANDS ZONING MAP

APPENDIX D: TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCE CHAPTER 23

APPENDIX E: TOWN OF BAY HARBOR ISLANDS SEWER ATLAS

APPENDIX F: TOWN OF BAY HARBOR ISLANDS WATER ATLAS

APPENDIX G: TOWN OF BAY HARBOR ISLANDS STORMWATER ATLAS

APPENDIX H: SUNSHINE STATE ONE-CALL DESIGN TICKET

APPENDIX I: FPL LOAD LETTER

APPENDIX J: US FISH & WILDLIFE NATIONAL WETLANDS MAP

APPENDIX K: MIAMI-DADE COUNTY ENVIRONMENTAL CONSIDERATIONS REPORT

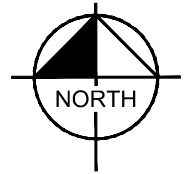
APPENDIX L: MIAMI-DADE COUNTY FEMA FLOOD ZONE MAP

APPENDIX M: TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCE CHAPTER 7½

APPENDIX N: MIAMI-DADE COUNTY AVERAGE GROUNDWATER TABLE MAP

Appendix A
SITE LOCATION MAP

PROJECT LOCATION MAP



SCALE: 1" = 150'



PREPARED BY:

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.
600 N. PINE ISLAND RD, SUITE 450, PLANTATION, FL 33309
PHONE (954) 535-5100
WWW.KIMLEY-HORN.COM CA 00000696

Appendix B

MIAMI-DADE COUNTY PROPERTY
APPRAISER INFORMATION



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/31/2017

Property Information	
Folio:	13-2227-001-2220
Property Address:	9665 BAY HARBOR TER Bay Harbor Islands, FL 33154-2005
Owner	TOWN OF BAY HARBOR ISLANDS
Mailing Address	9665 BAY HARBOR TERR MIAMI BEACH, FL 33154-2005
PA Primary Zone	6000 COMMERCIAL - GENERAL
Primary Land Use	8940 MUNICIPAL : MUNICIPAL
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1 Sq.Ft
Lot Size	9,750 Sq.Ft
Year Built	1975

Assessment Information			
Year	2017	2016	2015
Land Value	\$877,500	\$877,500	\$877,500
Building Value	\$80,125	\$80,125	\$80,125
XF Value	\$0	\$0	\$0
Market Value	\$957,625	\$957,625	\$957,625
Assessed Value	\$957,625	\$957,625	\$957,625

Benefits Information				
Benefit	Type	2017	2016	2015
Municipal	Exemption	\$957,625	\$957,625	\$957,625
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
BAY HARBOR ISLAND PB 46-5 LOT 7 BLK 11 LOT SIZE 75.000 X 130	



Taxable Value Information			
	2017	2016	2015
County			
Exemption Value	\$957,625	\$957,625	\$957,625
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$957,625	\$957,625	\$957,625
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$957,625	\$957,625	\$957,625
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$957,625	\$957,625	\$957,625
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2016

Property Information	
Folio:	13-2227-001-2210
Property Address:	9665 BAY HARBOR TER Bay Harbor Islands, FL 33154-0000
Owner	TOWN OF BAY HARBOR ISLANDS
Mailing Address	9665 BAY HARBOR TERR MIAMI BEACH, FL 33154-2005
Primary Zone	6000 COMMERCIAL - GENERAL
Primary Land Use	8940 MUNICIPAL : MUNICIPAL
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	10,290 Sq.Ft
Lot Size	29,250 Sq.Ft
Year Built	1973



Assessment Information			
Year	2016	2015	2014
Land Value	\$1,250,438	\$1,250,438	\$1,250,438
Building Value	\$507,503	\$464,365	\$454,497
XF Value	\$132,775	\$126,511	\$128,514
Market Value	\$1,890,716	\$1,841,314	\$1,833,449
Assessed Value	\$1,890,716	\$1,841,314	\$1,721,397

Benefits Information				
Benefit	Type	2016	2015	2014
Non-Homestead Cap	Assessment Reduction			\$112,052
Municipal	Exemption	\$1,890,716	\$1,841,314	\$1,721,397
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
BAY HARBOR ISLAND PB 46-5 LOTS 4-5-6 BLK 11 LOT SIZE 225.000 X 130	

Taxable Value Information			
	2016	2015	2014
County			
Exemption Value	\$1,890,716	\$1,841,314	\$1,721,397
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$1,890,716	\$1,841,314	\$1,833,449
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$1,890,716	\$1,841,314	\$1,721,397
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$1,890,716	\$1,841,314	\$1,721,397
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

Appendix C

TOWN OF BAY HARBOR ISLANDS
ZONING MAP

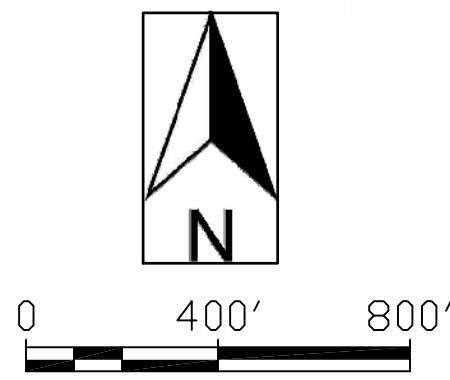
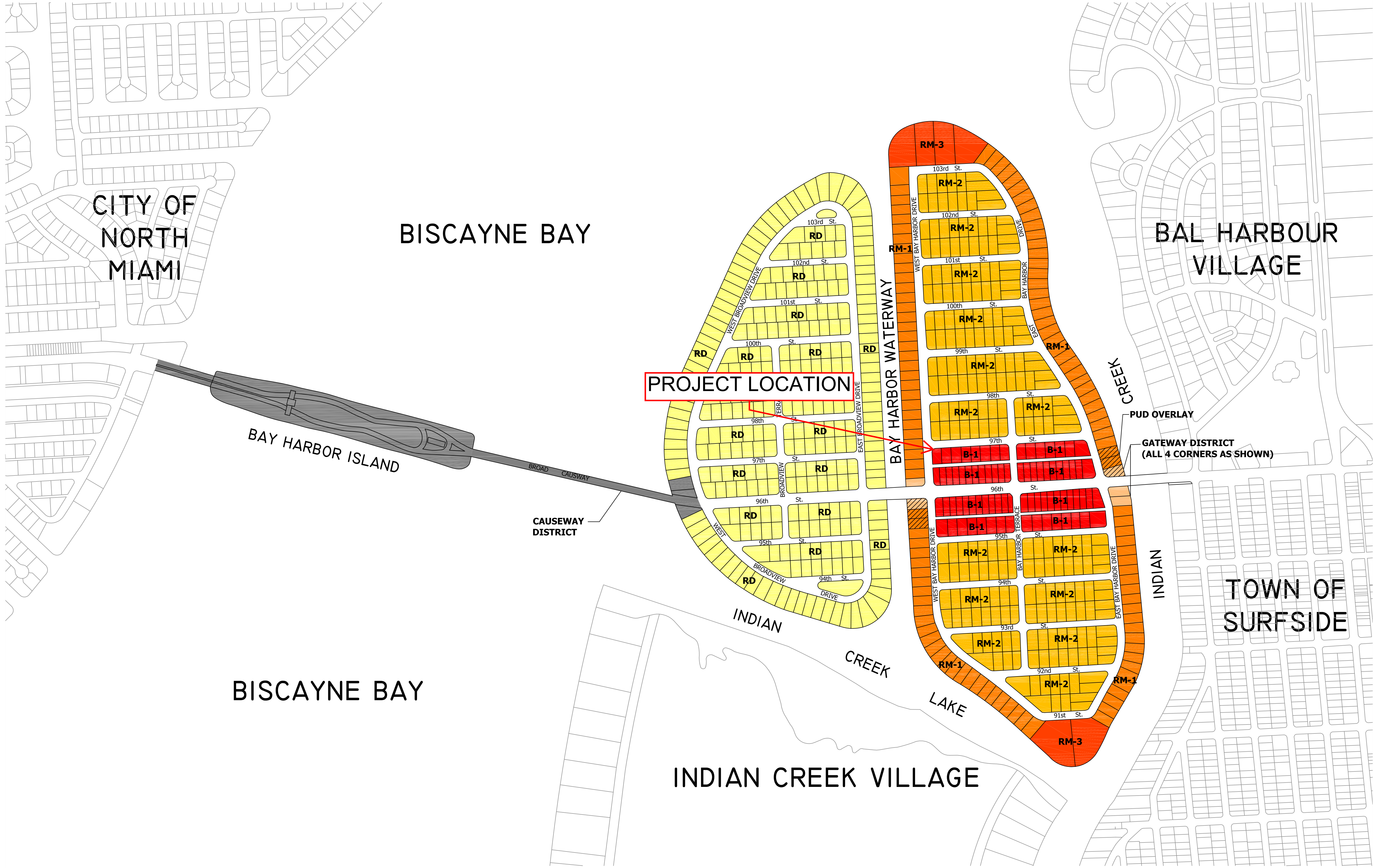


LEGEND

- RD SINGLE FAMILY RESIDENTIAL DISTRICT
- RM-1 MULTIPLE FAMILY RESIDENTIAL DISTRICT
- RM-2 MULTIPLE FAMILY RESIDENTIAL DISTRICT
- RM-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT
- B-1 BUSINESS DISTRICT
- CAUSEWAY DISTRICT
- GATEWAY DISTRICT
- PUD OVERLAY DISTRICT

AMENDMENTS

DATE	ORD. NO.	PURPOSE
07-10-06	797	RENAME BAA TO B-1
02-11-08	831	REZONE LOT 2, BLOCK 1 TO GATEWAY
12-13-10	907	RENAME RBA TO RM-3
10-10-11	919	ASSIGN PUD TO LOTS 1-3, BLOCK 2
11-14-11	926	ASSIGN PUD TO LOTS 34-37, BLOCK 4
02-10-14	959	ASSIGN PUD TO LOTS 1-3, BLOCK 2



NO.	DATE	REVISION	BY

Designed: MJM
Drawn: SDM
Checked: MJM

MICHAEL MILLER PLANNING ASSOCIATES, INC.
7522 Wiles Rd, Suite B-203
Coral Springs, Florida 33067
Tel: (954) 757-9909 Fax: (954) 757-7089

PREPARED FOR
TOWN OF BAY HARBOR ISLANDS

OFFICIAL ZONING MAP

SCALE
1"=400'

PROJECT
00

SHEET NO.
1
1

Appendix D

TOWN OF BAY HARBOR ISLANDS
CODE OF ORDINANCE CHAPTER 23

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

- (a) In the B-1 business district commercial parking is prohibited except on specific approval of the town council. Commercial parking is defined as the operation of parking lots either with or without a charge. Such lots shall be enclosed on all sides, except at exits and entrances, by a solid masonry wall or hedge of a type approved by the town, or both, five feet in height just within the property lines. At all exits and entrances, the wall and/or hedge shall be installed and maintained at three feet in height for a distance of 25 feet on each side of each exit or entrance. Parking of vehicles on unimproved property on any lot in Blocks 11, 12, 20 and 21 is prohibited, excepting vehicles owned by the property owner, unless such parking fully complies with the provisions herein set forth. In the B-1 business district, parking spaces and parking structures are prohibited on a private property on the ground level within 60 feet of the pedestrian right-of-way of Kane Concourse, and visibility and access from Kane Concourse are prohibited.
- (b) Upon the occasion of any person seeking a permit for the erection, construction, reconstruction, structural alteration or addition to any buildings, the applicant for such permit shall, simultaneously with the submission of plans and specifications to the building department of the town, and simultaneously with the complying with any and all requirements therefor, specify in writing to the building department and designate on the plans for such building work an area or areas set aside for the exclusive use as parking and driveway facilities for vehicles on the building plot on which the proposed construction work is to be done, all in accordance with the provisions of this article.
- (c) The number of parking spaces to be provided in particular instances is as follows:

(1)	Single-family dwelling	Two spaces
(2)	Two-family dwellings	Two spaces for each dwelling unit
(3)	Multiple-family dwellings, including townhouses	A minimum of two parking spaces shall be required on the building plot for each dwelling unit within a multiple-family development, except as provided for otherwise in this article. In addition, guest parking spaces shall be provided for multiple-family developments in accordance with the following:
		1) At least one guest parking space shall be required for each whole platted lot.
		2) Within the RM-3 zoned tracts guest parking spaces shall be provided at a rate of 5% of the total number of required parking spaces.
		3) Guest parking spaces may be counted as a subset of the total number of required parking spaces within a development site.
		4) No guest parking spaces are required for townhouse developments that have the front of the dwelling unit facing directly on a public

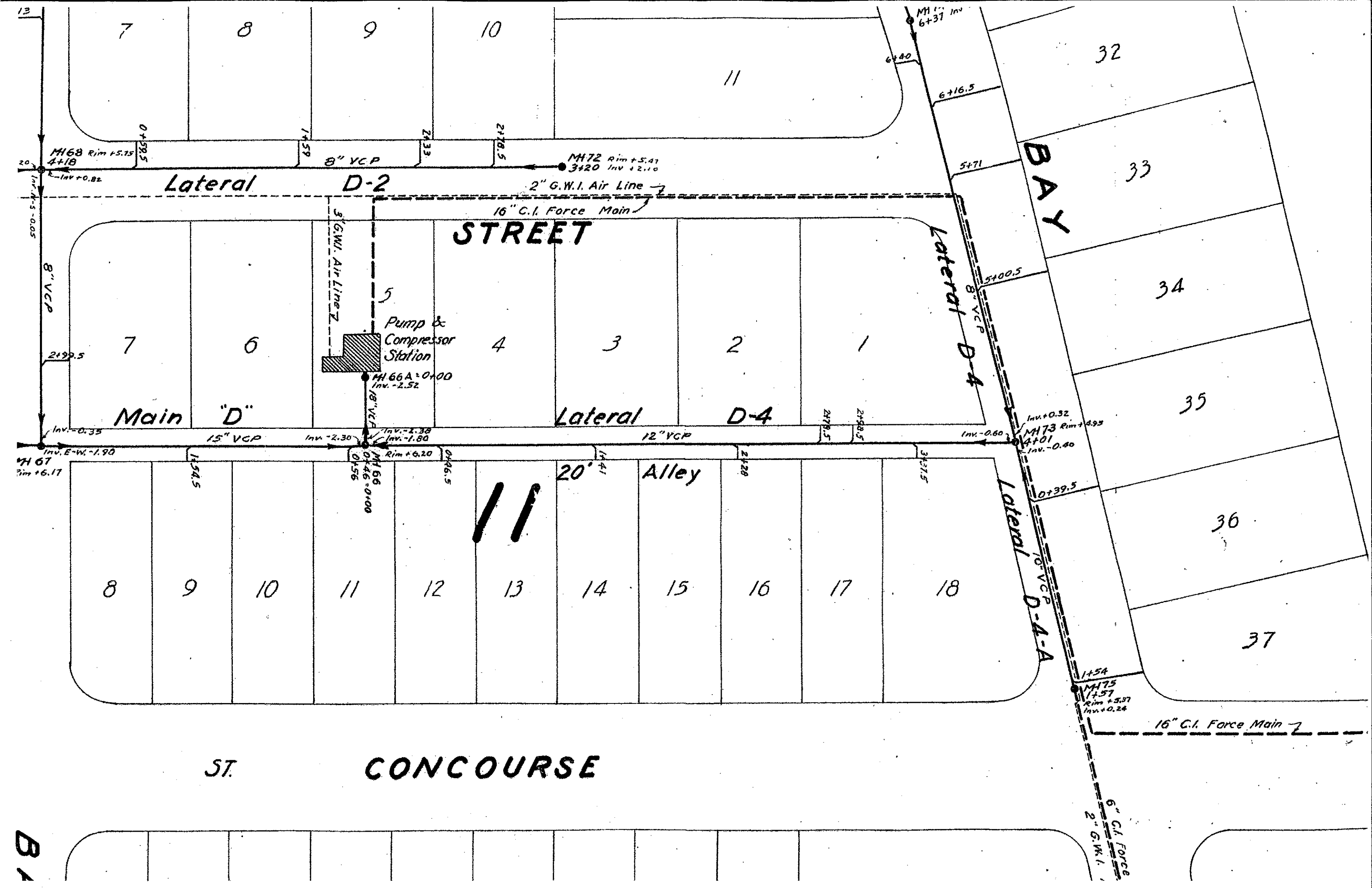
		roadway with access to a garage. In this instance the individual dwelling unit driveway connecting the public road to the garage shall serve for guests. For townhouse developments with garages or parking facilities that are interior to the site, additional guest parking spaces are required at a rate of one parking space per platted lot.
		5) Through the Town's site development plan process the Town may allow dimensional variations of landscape strips to provide such guest parking spaces or for drop-off areas at building entrances. In no event shall the minimum percentage of green open space be reduced.
		6) All required guest parking spaces shall be placed within the development site. Guest parking spaces shall not be located on remote public or private parking lots/garages without prior approval of the Town Council.
		7) All required guest parking spaces shall be located in the front yard areas of a site, unless otherwise approved by the Planning and Zoning Board. Guest parking spaces may be co-designated as temporary delivery/loading areas. At least one guest parking space shall be so co-designated. All guest parking spaces/drop-off areas shall be noted by the use of signage/pavement markings.
		8) Notwithstanding the above, no guest parking spaces are required for a single-lot development site that is built without using TDR units. If any TDR units are requested guest parking spaces shall be required.
(4)	Hotels	One space for each of the first 20 individual guest rooms. One added space for each two guest rooms, or fraction thereof, in excess of 20.
(5)	Places of assembly, restaurants, public dining rooms, bars, private clubs, cocktail lounges	One parking space for each 35 square feet of customer service area plus one space for each two lineal feet of bar frontage. The above shall not be intended to include food and drink preparation areas or storage areas.
(6)	Buildings used for office, retail, commercial, professional and business uses	One space for each 300 square feet of net floor area.

(7)	Buildings for private banking operations	A minimum of one space for each 475 square feet of net floor area or fraction thereof.
(8)	Religious institutions	One space for every four fixed seats, or one space for every six feet of bench seats, or one space per 60 square feet of net floor area for seating.
(9)	Public schools	The town adopts the minimum off-street parking requirements listed in F.S. chapter 423.10.2.8 as of July 1, 2005, and/or as modified as listed hereinafter: Faculty and staff—One parking space for each member of the faculty and staff (including administration, teachers and support staff); Visitors—One parking space for each 50 students; Community Clinic—Ten parking spaces, including at least one accessible space; High Schools—One space for every ten students in grades 11 and 12.

- (d) Whereas, multifamily buildings of more than one story in height generate a gross multitude of cars parked in the setback areas as well as all around the multifamily buildings themselves and thereby adversely affect the aesthetic beauty of the East Island of Bay Harbor Islands; and whereas multifamily buildings of one story do not create the poor appearance of a gross multitude of cars because not so many cars are parked around the perimeters of such one-story multifamily buildings; now, therefore, no automobiles or vehicles of any kind shall be parked in the setback area of any multifamily buildings in the East Islands which exceed one story in height, unless such multifamily buildings are presently constructed, except as allowed below.

Appendix E

TOWN OF BAY HARBOR ISLANDS
SEWER ATLAS



Appendix F

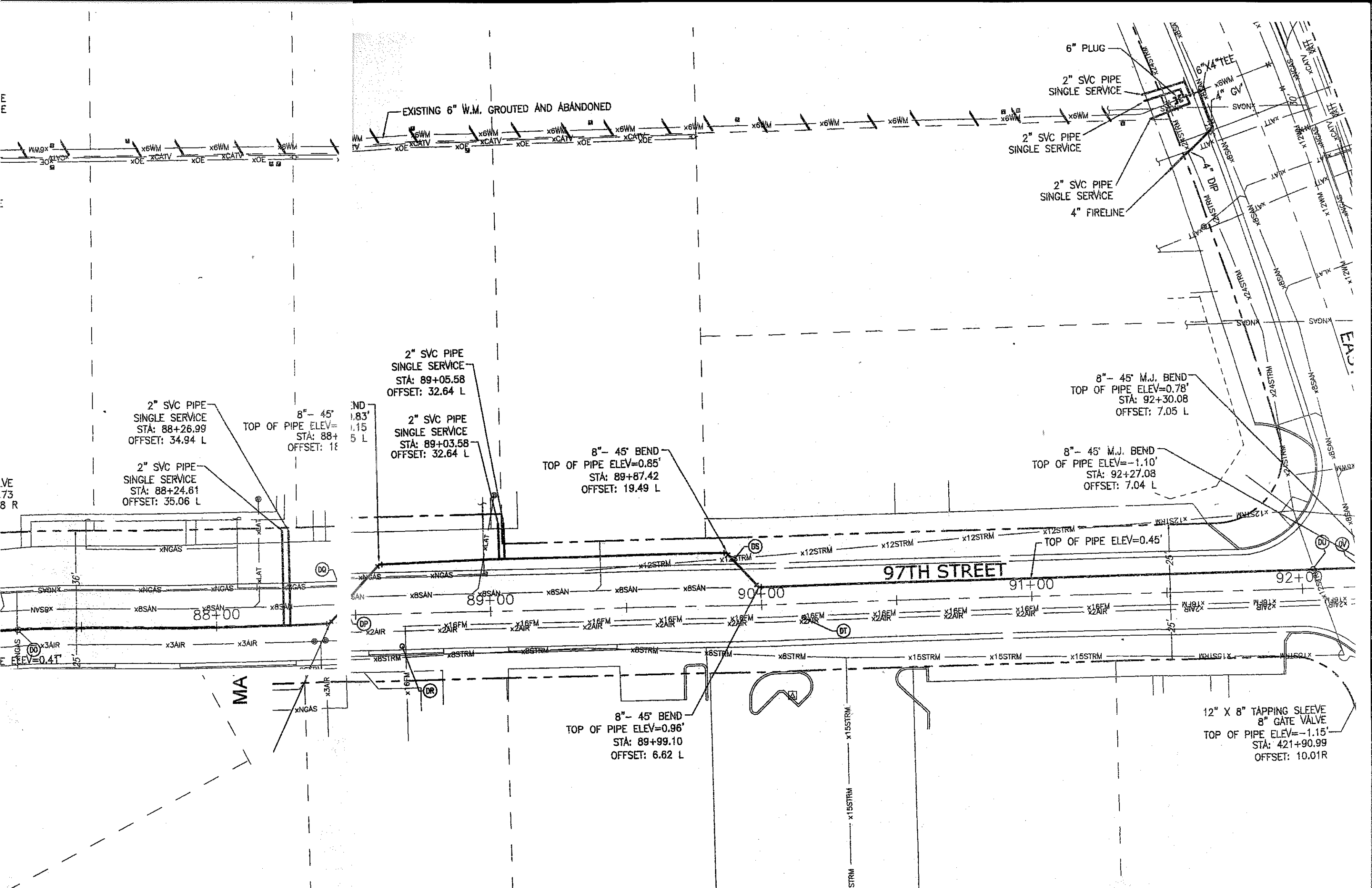
TOWN OF BAY HARBOR ISLANDS
WATER ATLAS

E
E

VE
73
8 R

E ELEV=0.41'

MA



EXISTING 6" W.M. GROUTED AND ABANDONED

6" PLUG

2" SVC PIPE
SINGLE SERVICE

2" SVC PIPE
SINGLE SERVICE

2" SVC PIPE
SINGLE SERVICE

4" FIRELINE

2" SVC PIPE
SINGLE SERVICE
STA: 89+05.58
OFFSET: 32.64 L

2" SVC PIPE
SINGLE SERVICE
STA: 89+03.58
OFFSET: 32.64 L

8"- 45" BEND
TOP OF PIPE ELEV=0.85'
STA: 89+87.42
OFFSET: 19.49 L

8"- 45" M.J. BEND
TOP OF PIPE ELEV=0.78'
STA: 92+30.08
OFFSET: 7.05 L

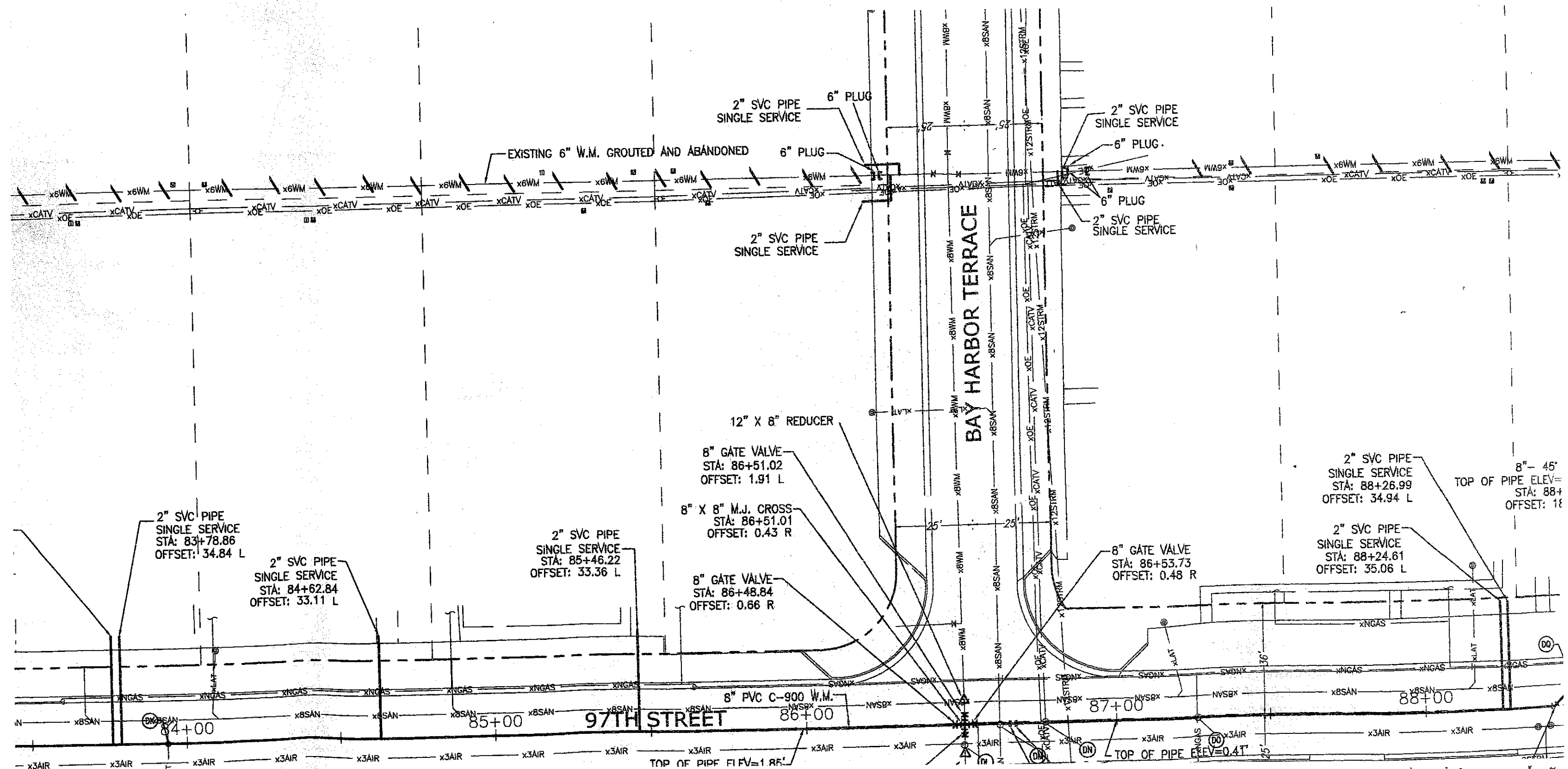
8"- 45" M.J. BEND
TOP OF PIPE ELEV=-1.10'
STA: 92+27.08
OFFSET: 7.04 L

TOP OF PIPE ELEV=0.45'

97TH STREET

8"- 45" BEND
TOP OF PIPE ELEV=0.96'
STA: 89+99.10
OFFSET: 6.62 L

12" X 8" TAPPING SLEEVE
8" GATE VALVE
TOP OF PIPE ELEV=-1.15'
STA: 421+90.99
OFFSET: 10.01R



Appendix G

TOWN OF BAY HARBOR ISLANDS
STORMWATER ATLAS

Appendix H
SUNSHINE STATE ONE-CALL DESIGN
TICKET

Ticket : 308603695 Rev:000 Taken: 11/03/16 10:40ET

State: FL Cnty: DADE GeoPlace: BAY HARBOR ISLANDS
 CallerPlace: BAY HARBOR ISLANDS
 Subdivision:

Address : 9665
 Street : BAY HARBOR TER
 Cross 1 : 97TH ST
 Within 1/4 mile: N CORNER

Locat: FOR DESIGN THE ENTIRE PROPERTY AT 9665 BAY HARBOR TER
 :

Remarks : IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOCOF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOCOF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOCOF DOES NOT NOTIFY SSOCOF MEMBERS OF THE RECEIPT BY SSOCOF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOCOF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOCOF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOCOF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOCOF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED , AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

*** LOOKUP BY ADDRESS ***

:
 Grids : 2553C8007A 2553D8007A

Work date: 11/03/16 Time: 10:42ET Hrs notc: 000 Category: 6 Duration: UNKNOWN
 Due Date : 11/07/16 Time: 23:59ET Exp Date : 12/05/16 Time: 23:59ET
 Work type: DESIGN Boring: N White-lined: N
 Ug/Oh/Both: U Machinery: N Depth: UNK Permits: N N/A
 Done for : DESIGN

Company : KIMLEY-HORN & ASSOCIATES Type: CONT
 Co addr : 600 N PINE ISLAND RD
 Co addr2: SUITE 450
 City : PLANTATION State: FL Zip: 33324
 Caller : MARISSA MARING Phone: 954-535-5137
 Contact : DESIGN Phone:
 BestTime: 7:30-5:30
 Mobile : 315-794-1929
 Email : MARISSA.MARING@KIMLEY-HORN.COM

Submitted: 11/03/16 10:40ET Oper: MAR
 Mbrs : BHI815 DCPWT FPLDAD GCCTV HC1660 HT1010 LS1104 MDWS PGSND SB2186
 Mbrs : SBF23 TL2051

Service Area Code	Service Area Name	Contact	Phone Numbers	Utility Type
BHI815	TOWN OF BAY HARBOR ISLANDS WATER & SEWER DEPT	RANDY DANIEL	Day: (305) 866 - 6241 x112 Alt: (786) 256 - 8965	WATER AND SEWER
DCPWT	DADE COUNTY PUBLIC WORKS AND TRAFFIC	OCTAVIO VIDAL	Day: (305) 412 - 0891 x201 Alt: (786) 345 - 0986	TRAFFIC/STR LIGHTS

FPLDAD	FLORIDA POWER & LIGHT--DADE	MARIO ESCALONA	Day: (305) 219 - 9143	ELECTRIC
GCCTV	ATLANTIC BROADBAND	EDWIN ZAMBRANA	Day: (305) 861 - 8069 x5411	CATV
HC1660	HOTWIRE COMMUNICATIONS	WALTER SANCHO DAVILA	Day: (954) 417 - 3606 Alt: (954) 248 - 7396	FIBER, TELEPHONE, CATV, COAX
MDWS	MIAMI-DADE WATER & SEWER	SERGIO GARCIA	Day: (786) 268 - 5320	WATER AND SEWER
PGSND	TECO PEOPLES GAS SOUTH FLORIDA	YVONNE GOLDMAN	Day: (954) 453 - 0824	GAS
SBF23	A T & T/ DISTRIBUTION	STEVE LOW, DADE & MONROE, (305)222-8745 OTIS KEEVE, BROWARD, GARTH BEDWARD, PALM BEACH	Day: (954) 723 - 2540 Alt: (561) 540 - 9263	TELEPHONE

Appendix I
FPL LOAD LETTER

Maring, Marissa

From: Botero, Jorge <Jorge.Botero@fpl.com>
Sent: Friday, November 18, 2016 10:14 AM
To: Maring, Marissa
Subject: RE: FPL Load Letter Request for Undeveloped Parcel

Marissa,

Inside this property located at FPL has a Vault transformer, three transformers with closed delta configuration for a secondary voltage of 3-phase 120/240V. The protective device on the line side of the transformer currently in place serving the property located at 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 is 65amp type K fuse and the primary voltage is 13.2kV.

Best Regards,

Jorge Botero
Associate Engineer | North Dade Service Center
(305) 770-5382

Power Delivery
Energy, Reliability and a Better Future

Recognize an employee today!

From: Marissa.Maring@kimley-horn.com [mailto:Marissa.Maring@kimley-horn.com]
Sent: Thursday, November 17, 2016 5:10 PM
To: Botero, Jorge
Subject: FW: FPL Load Letter Request for Undeveloped Parcel

CAUTION - EXTERNAL EMAIL

Jorge,

This is the Site Plan I sent her, it does not contain electrical information. I just need to know what existing FPL electrical equipment is at the Site.

Thanks,
Marissa

From: Maring, Marissa
Sent: Tuesday, August 16, 2016 9:19 AM
To: 'Christina.Kale@fpl.com' <Christina.Kale@fpl.com>
Subject: FPL Load Letter Request for Undeveloped Parcel

Good morning Christina,

I just wanted to send a follow up email in regards to the FPL Load Letter message I left you this morning. Again, we are looking to request a FPL Load Letter for the undeveloped parcel located at 1380 NE 48th St Pompano Beach, FL, 33064. I

have attached a Site Location Map for your reference. If you need any additional information, please feel free to reach me via email or phone number below. Thank you!

Best,
Marissa

Kimley»Horn

Marissa Maring, E.I.

Kimley-Horn | 600 N. Pine Island Road, Suite 450 | Plantation, FL 33324

Direct: 954 535 5137 | Mobile: 315 794 1929 |

Appendix J

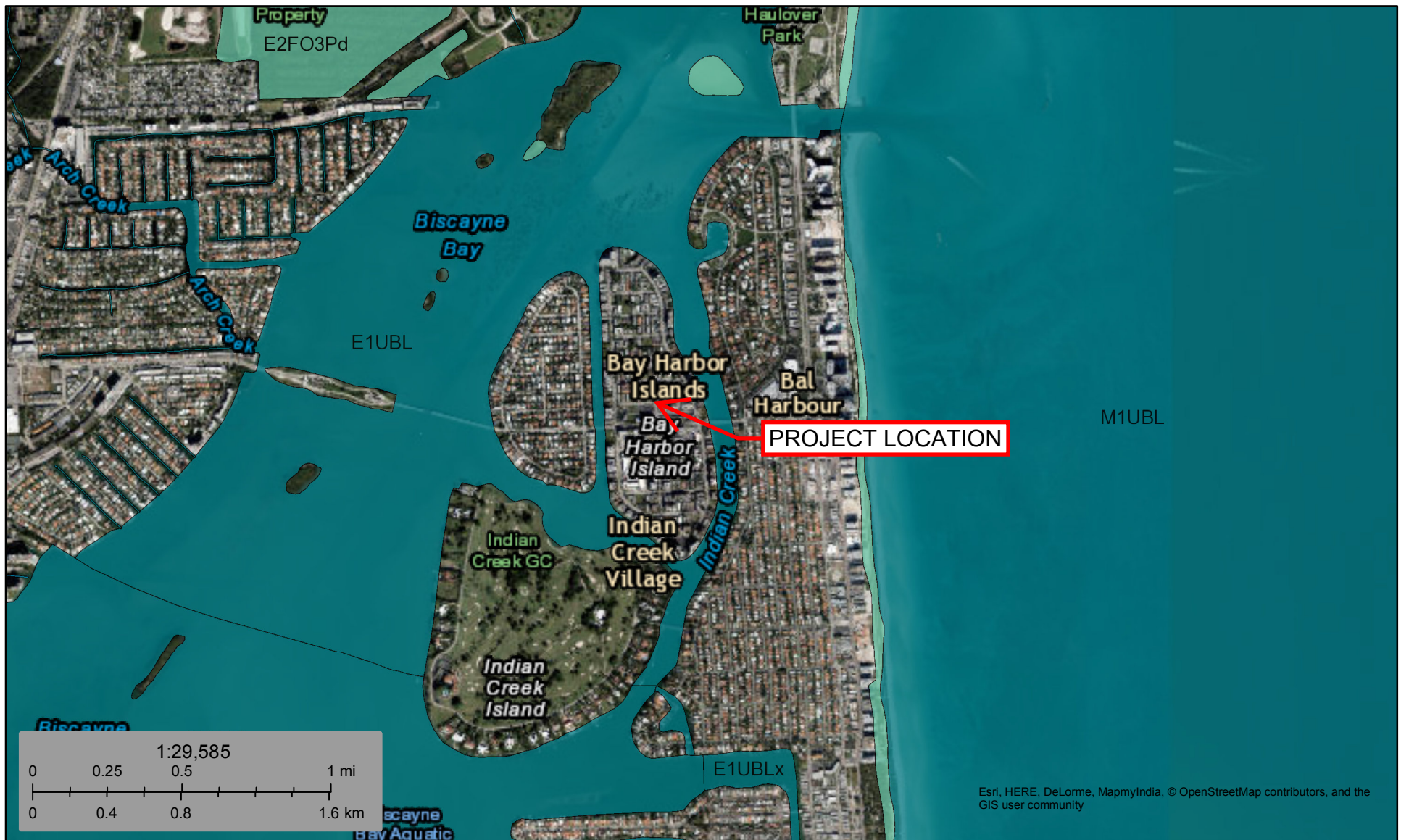
US FISH AND WILDLIFE NATIONAL
WETLANDS MAP



U.S. Fish and Wildlife Service

National Wetlands Inventory

US Fish and Wildlife National Wetlands



December 6, 2016

- | | | |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Forested/Shrub Wetland | Other |
| Estuarine and Marine Wetland | Freshwater Pond | Riverine |
| Freshwater Emergent Wetland | Lake | |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Due Diligence Report

Appendix K

MIAMI-DADE COUNTY
ENVIRONMENTAL CONSIDERATIONS
REPORT



Environmental Considerations

Location : X: 941910.7338 - Y: 565743.4809



Summary:

Name	Description
Contaminated Sites	5 contaminated site(s) found in a 1 mile radius
Flood Zones	Flood Zone: undefined

Disclaimer:

** The County is continually editing and updating GIS data to improve positional accuracy and information. No warranties, expressed or implied, are provided for the positional or thematic accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file at Miami-Dade County and the County assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any information provided herein. Please direct all inquiries, comments, and suggestions to gis@miamidade.gov.

The Environmental Considerations Application (ECA) informs citizens (businesses and homeowners) of potential environmental considerations that may affect future on-site development of property improvements.

Appendix L

MIAMI-DADE COUNTY FEMA FLOOD
ZONE MAP

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' National Geodetic Vertical Datum of 1929 (NGVD 29). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydrological considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Florida State Plane east zone (FIPZONE 0901). The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the National Geodetic Vertical Datum of 1929. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

Base map information shown on this FIRM was provided in digital format by the Miami-Dade County Information Technology Department. These data were compiled at a scale of 1:3,600 from digital orthophotography dated 2001. Additional base map information was provided by the Cities of Aventura, Coral Gables, and Homestead, the Town of Cutler Bay, and Miami-Dade County.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to confirm to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://msc.fema.gov>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov>.

COASTAL BARRIER
RESOURCES SYSTEM (CBRS) LEGEND

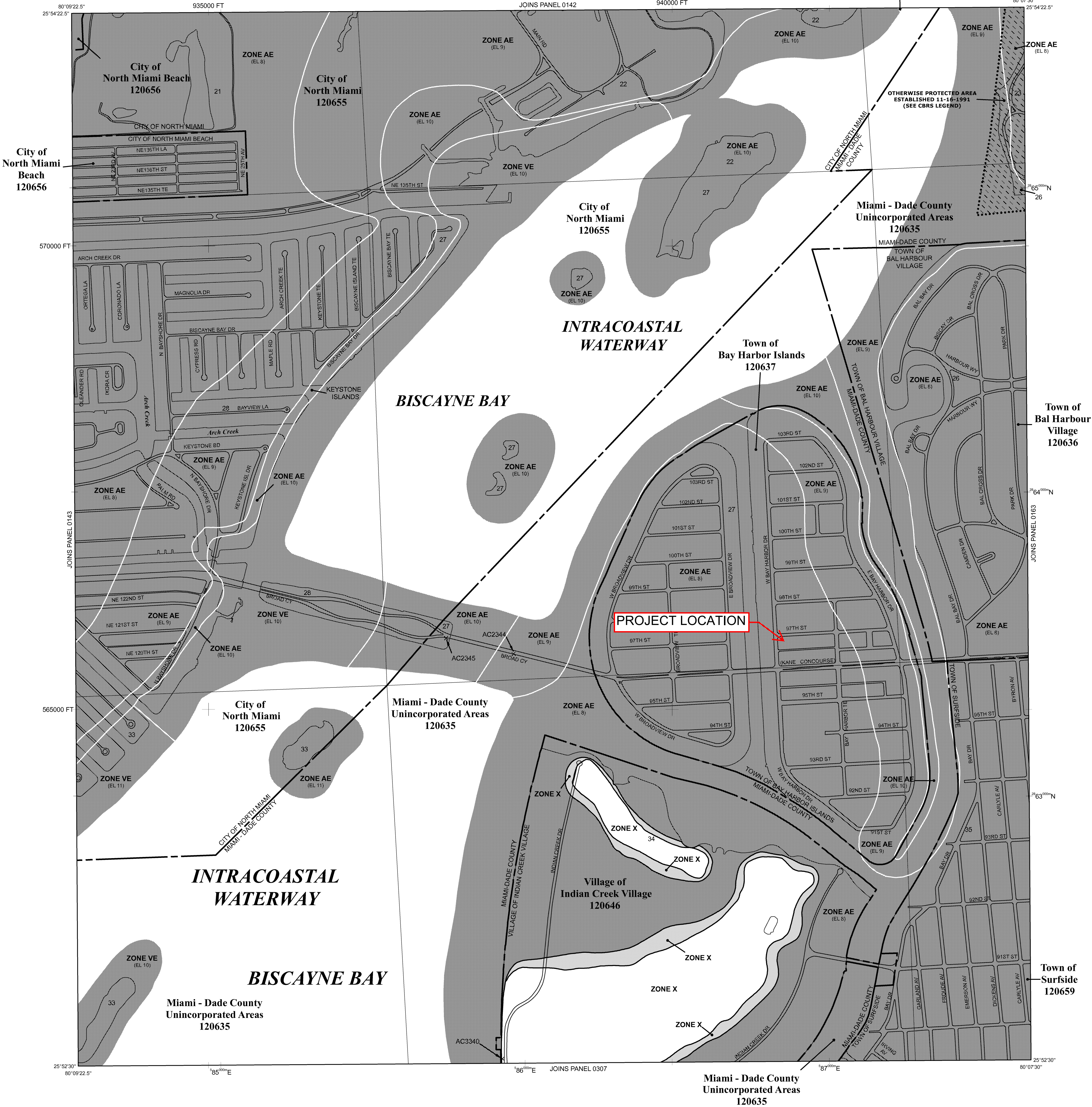
11-16-1990 CBRS Area

FLOOD INSURANCE NOT AVAILABLE FOR STRUCTURES NEWLY BUILT OR SUBSTANTIALLY IMPROVED ON OR AFTER NOVEMBER 16, 1990, IN DESIGNATED CBRS AREAS.

11-16-1991 Otherwise Protected Area (OPA)

FLOOD INSURANCE NOT AVAILABLE FOR STRUCTURES NEWLY BUILT OR SUBSTANTIALLY IMPROVED ON OR AFTER NOVEMBER 16, 1991, IN DESIGNATED OPAs WITHIN THE CBRS.

Boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) shown on this FIRM were transferred from the official CBRS source map(s) for this area and are depicted on this FIRM for informational purposes only. The official CBRS maps are enacted by Congress via the Coastal Barrier Resources Act, as amended, and maintained by the U.S. Fish and Wildlife Service (FWS). The official CBRS maps used to determine whether or not an area is located within the CBRS are available for download at <http://www.fws.gov>. For an official determination of whether or not an area is located within the CBRS, or for any questions regarding the CBRS, please contact the FWS field office for this area at (772) 562-3909.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION
BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the National Geodetic Vertical Datum of 1929

- Cross section line
- Transect line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 1000-meter Universal Transverse Mercator grid values, zone 17
- 5000-foot grid ticks: Florida State Plane coordinate system, East zone (FIPZONE 0901), Transverse Mercator projection
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- River Mile

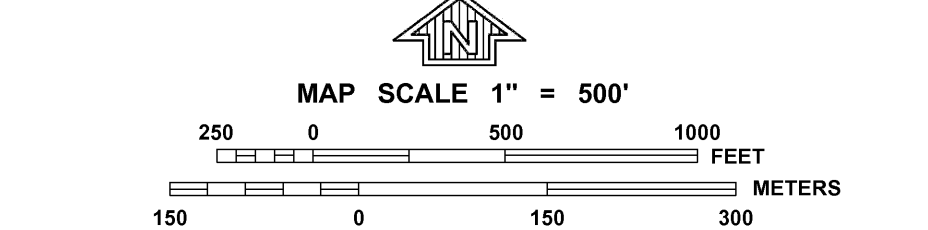
MAP REPOSITORY
Refer to listing of Map Repositories on Map Index.

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
January 20, 1993

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
March 2, 1994 - May 16, 1994 - July 17, 1995 - for description of revision, see Notice to Users page in the Flood Insurance Study report.
September 11, 2009 - to reflect revised shoreline, to incorporate previously issued Letters of Map Revision, to reflect updated topographic information, to add and change Base Flood Elevations, to update corporate limits, to change zone designations, to add roads and road names, and to add and change Special Flood Hazard Areas

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



NATIONAL FLOOD INSURANCE PROGRAM

FEDERAL EMERGENCY MANAGEMENT AGENCY

PANEL 0144L

FIRM
FLOOD INSURANCE RATE MAP

MIAMI-DADE COUNTY,
FLORIDA
AND INCORPORATED AREAS

PANEL 144 OF 1031
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BAL HARBOUR VILLAGE	120636	0144	L
TOWN OF BAY HARBOR ISLANDS	120637	0144	L
INDIAN CREEK VILLAGE	120646	0144	L
VILLAGE OF			
MIAMI - DADE COUNTY	120635	0144	L
NORTH MIAMI BEACH CITY OF	120656	0144	L
NORTH MIAMI CITY OF	120655	0144	L
SURFSIDE TOWN OF	120639	0144	L

THIS MAP INCLUDES BOUNDARIES OF THE COASTAL BARRIER RESOURCES SYSTEM ESTABLISHED UNDER THE COASTAL BARRIER RESOURCES ACT OF 1982 AND/OR SUBSEQUENT ENABLING LEGISLATION

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

U.S. DEPARTMENT OF COMMERCE
FEDERAL EMERGENCY MANAGEMENT AGENCY

MAP NUMBER
12086C0144L

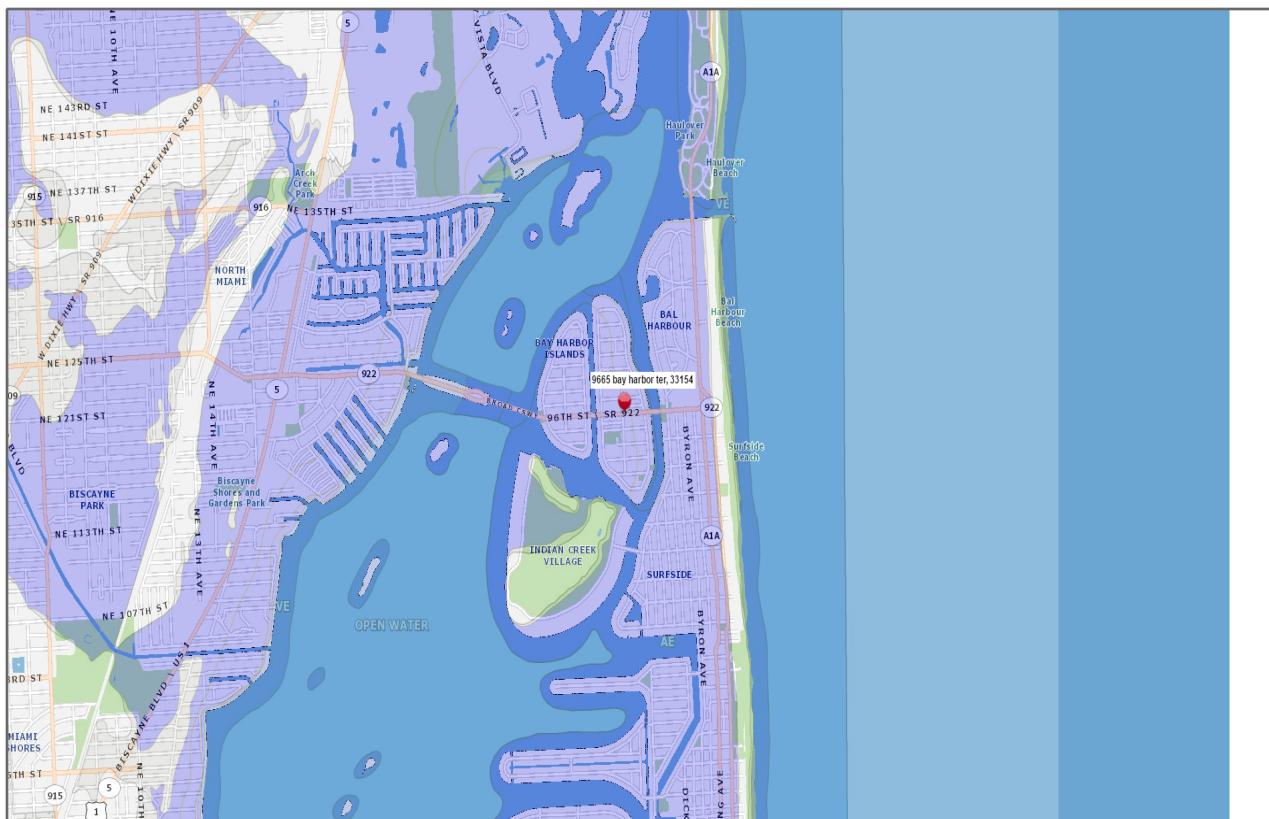
MAP REVISED
SEPTEMBER 11, 2009

Federal Emergency Management Agency



Flood Zones

Flood Zone for:9665 bay harbor ter, 33154



ZONE	Elevation
AE	8
Total Flood Zones	1

Designations:

Flood Zones	What does it mean?*
0.2 PCT ANNUAL CHANCE FLOOD HAZARD	An area inundated by 2% annual chance flooding. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.
A	Zone A is the flood insurance rate zone that corresponds to the 100-year floodplains that are determined in the Flood Insurance Study by approximate methods. Because detailed hydraulic analyses are not performed for such areas, no Base Flood Elevations (BFEs) or depths are shown within this zone. Mandatory flood insurance purchase requirements apply.
AE	Zone AE is the flood insurance rate zone that corresponds to the 100-year floodplains that are determined in the Flood Insurance Study by detailed methods. In most instances, Base Flood Elevations (BFEs) derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.
AH	Zone AH is the flood insurance rate zone that corresponds to the areas of 100-year shallow flooding with a constant water-surface elevation (usually areas of ponding) where average depths are between 1 and 3 feet. The Base Flood Elevations (BFEs) derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Disclaimer:

* Note: The flood zone information provided is intended for use in the unincorporated areas of Miami-Dade County. Municipalities will have their own floodplain management regulations and flood zone map information, which may differ from the County's information. Miami-Dade County provides this website as a public service to its residents.
** The County is continually editing and updating GIS data to improve positional accuracy and information. No warranties, expressed or implied, are provided for the positional or thematic accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file at Miami-Dade County and the County assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any information provided herein. Please direct all inquiries, comments, and suggestions to gis@miamidade.gov

printed:

12/6/2016



Flood Zones

D	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.
Open water	Open Water: large lakes, bay, ocean.
VE	Zone VE is the flood insurance rate zone that corresponds to the 100-year coastal floodplains that have additional hazards associated with storm waves. Base Flood Elevations (BFEs) derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance requirements apply.
X	Zone X is the flood insurance rate zone that corresponds to areas outside the 100-year floodplains, areas of 100-year sheet flow flooding where average depths are less than 1 foot, areas of 100-year stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 100-year flood by levees. No Base Flood Elevations (BFEs) or depths are shown within this zone.
* Definitions were provided by the Federal Emergency Management Agency (FEMA --> http://www.fema.gov).	

Disclaimer:

* Note: The flood zone information provided is intended for use in the unincorporated areas of Miami-Dade County. Municipalities will have their own floodplain management regulations and flood zone map information, which may differ from the County's information. Miami-Dade County provides this website as a public service to its residents.

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printed:

12/6/2016

Appendix M

TOWN OF BAY HARBOR ISLANDS
CODE OF ORDINANCE CHAPTER 7½

Sec. 7½-26. - General standards.

In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:

- (1) New construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (4) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters;
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
- (8) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this chapter shall meet the requirements of "new construction" as contained in this chapter;
- (9) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this chapter, shall be undertaken only if said nonconformity is not furthered, extended, or replaced;
- (10) All applicable additional federal, state, and local permits shall be obtained and submitted to the floodplain administrator along with the application for development permit. Copies of such permits shall be maintained on file with the development permit. State permits may include, but not be limited to, the following:
 - (a) *South Florida Water Management District*: in accordance with F.S. § 373.036(2)(a)—Flood protection and floodplain management;
 - (b) *Department of Community Affairs*: in accordance with F.S. § 380.05— Areas of critical state concern, and F.S. ch. 553, part IV—Florida Building Code;
 - (c) *Department of Health*: in accordance with F.S. § 381.0065—On-Site Sewage Treatment and Disposal Systems; and
 - (d) *Department of Environmental Protection, Coastal Construction Control Line*: in accordance with F.S. § 161.053—Coastal Construction and Excavation.
- (11) Standards for subdivision proposals and other new proposed development (including manufactured homes):
 - (a) Such proposals shall be consistent with the need to minimize flood damage;
 - (b) Such shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage; and
 - (c) Such proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (12) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction.

- (13) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

(Ord. No. 896, § 1(Exh. A), 1-11-10)

Sec. 7½-27. - Specific standards.

In all A-zones where base flood elevation data have been provided (zones AE, A1-30, A (with base flood elevation), and AH), as set forth in section 7½-4, the following provisions, in addition to those set forth in section 7½-26, shall apply:

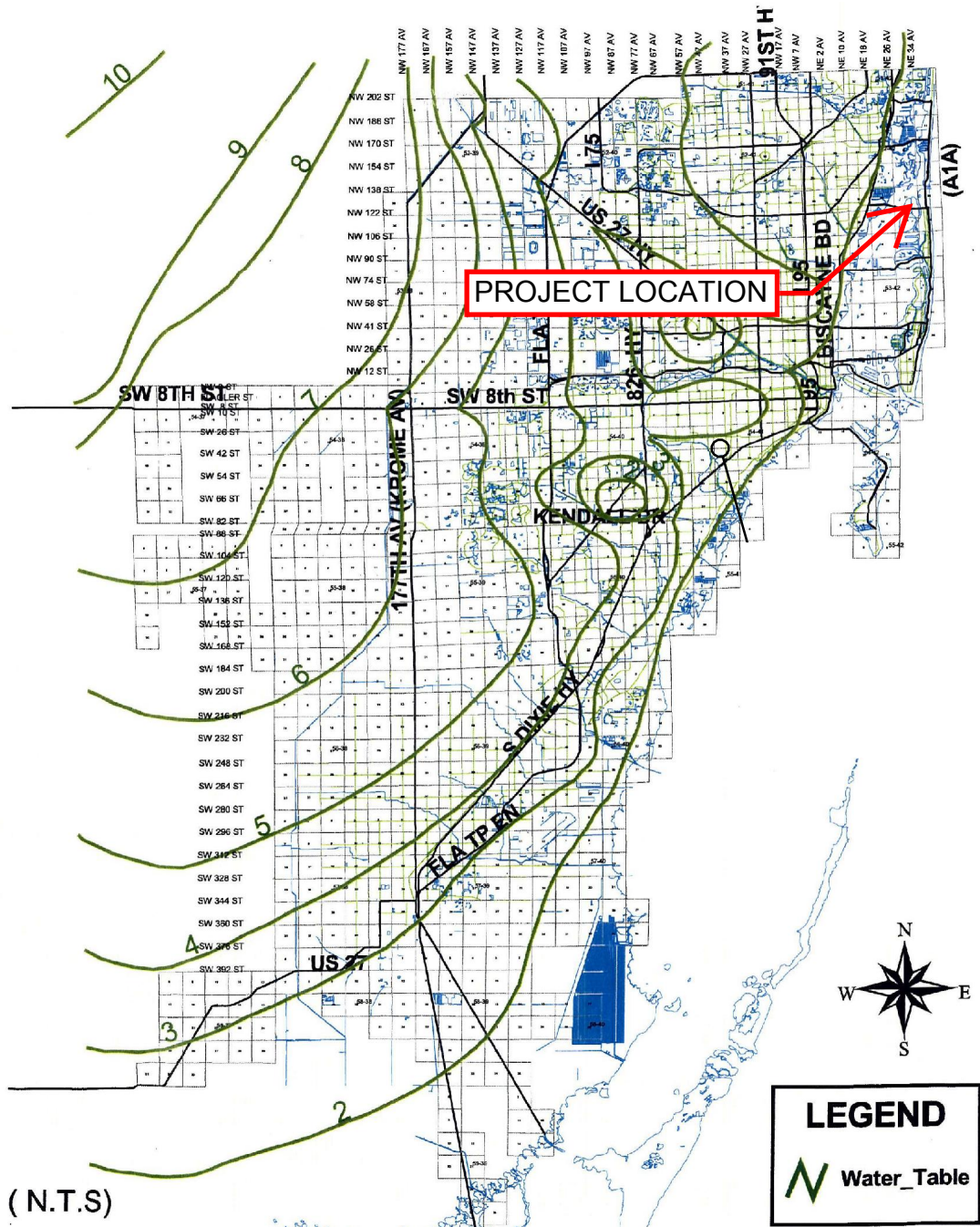
- (1) *Residential construction.* All new construction and substantial improvement of any residential buildings shall have the lowest floor, including basement, elevated to no lower than base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, there must be a minimum of two openings on different sides of each enclosed area sufficient to facilitate automatic equalization of flood hydrostatic forces in accordance with standards of subsection 7½-27(3).
- (2) *Nonresidential construction.* New construction and substantial improvement of any commercial, industrial, or nonresidential buildings shall have the lowest floor, including basement, elevated to no lower than base flood elevation. All buildings located in A-zones may be floodproofed, in lieu of being elevated, provided that all areas of the building components, together with attendant utilities and sanitary facilities, below the base flood elevation plus one foot are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA floodproofing certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the floodplain administrator.
- (3) *Enclosures below the lowest floor.* New construction and substantial improvements that include fully enclosed areas formed by foundations and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following minimum criteria:
 1. Provide a minimum of two openings on different sides of each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 2. The bottom of all openings shall be no higher than one foot above adjacent interior grade (which must be equal to or higher in elevation than the adjacent exterior grade); and
 3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.
 - b. Fully enclosed areas below the lowest floor shall solely be used for parking of vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and

- c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (4) *[Structures on slopes.]* Adequate drainage paths around structures shall be provided on slopes to guide water away from structures within zone AH.
 - (5) *Standards for waterways with established base flood elevations, but without regulatory floodways.* Located within the areas of special flood hazard established in section 7½-4, where streams exist for which base flood elevation data has been provided by the Federal Emergency Management Agency without the delineation of the regulatory floodway (zones AE and A1-30), the following provisions, in addition to those set forth in subsections 7½-27(1) through (5), shall apply:
 - a. Until a regulatory floodway is designated, no new construction, substantial improvements, or other development including fill shall be permitted within the areas of special flood hazard, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the community.
 - b. Development activities which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies, with the community's endorsement, for a conditional FIRM revision, and receives the approval of the Federal Emergency Management Agency (FEMA).
 - (6) *Standards for waterways with established base flood elevations and floodways.* Located within areas of special flood hazard established in section 7½-4, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the high velocity of flood waters which carry debris, potential projectiles and have significant erosion potential, the following provisions, in addition to those set forth in subsections 7½-27(1) through (5), shall apply:
 - a. Prohibit encroachments, including fill, new construction, substantial improvements and other developments within the regulatory floodway unless certification (with supporting technical data) by a registered professional engineer is provided through hydrologic and hydraulic analyses performed in accordance with standard engineering practice demonstrating that encroachments would not result in any increase in flood levels during occurrence of the base flood discharge.
 - b. Placement of manufactured homes is prohibited within the regulatory floodway, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of subsection 7½-26(2), the elevation standards of subsections 7½-27(1) and (2), and the encroachment standard of subsection 7½-27(7)a. are met.
 - c. Development activities including new construction and substantial improvements within the regulatory floodway that increase the base flood elevation may be allowed, provided that the developer or applicant first applies, with the community's endorsement, for a conditional FIRM revision, and receives the approval of FEMA.
 - d. When fill is proposed, in accordance with the permit issued by the Florida Department of Health, within the regulatory floodway, the development permit shall be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood in accordance with subsection 7½-27(7)a.
 - (7) *[Structures seaward of coastal construction control line.]* For all structures located seaward of the coastal construction control line (CCCL), the lowest floor of all new construction and substantial improvements shall be elevated to no lower than the 100-year flood elevation established by the Florida Department of Environmental Protection or by FEMA in accordance with section 7½-4, whichever is higher. All non-elevation design requirements of this section shall apply.

(Ord. No. 896, § 1(Exh. A), 1-11-10)

Appendix N

MIAMI-DADE COUNTY AVERAGE
GROUNDWATER TABLE MAP



AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 17.

ITEM: Discussion and possible action requested by Mayor Leonard of possible locations for a Community Pool. Enclosed a memorandum from Town Manager Wasson and supporting documents.

DESCRIPTION:

At the February 13, 2017, Regular Council Meeting, the Town Council directed staff to research the feasibility and the financial cost to maintain a Community Pool.

After further review of the collected data, the total cost estimate to built a pool facility was estimated at \$1,200,000 to \$2,000,000. The estimated cost for annual maintenance are approximately \$350,000 to \$450,000.

Enclosed is a memorandum from Town Manager Wasson and supporting documents.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

* The annual cost estimate to operate the pool facility is approximately \$350,000 to \$450,000.

* The cost estimate for the pool facility to be built is approximately \$1,200,000 to \$2,000,000

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Jordan Leonard, Mayor

ATTACHMENTS

1.	Pool locations	Pool Locations.pdf
----	----------------	--------------------



To: Mayor Leonard & Town Council

From: Ronald Wasson, Town Manager

Date: April 24, 2017

Subject: **LOCATIONS FOR POSSIBLE BHI POOL AND COST ESTIMATES**

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

Dear Mayor and Town Council,

At the February, 2017 Council Meeting I was asked to investigate possible locations for sighting a Town Pool and to gather financial information as to building costs, annual maintenance and operational costs. In gathering this information I utilized the budgetary information from Miami Shores Village and the Town of Surfside. Both municipalities operate pools with concession sales of prepared foods, snacks and beverages. Additionally, each location operates similar programs and general hours of operation. Included in the operational costs was general maintenance of the pool, including filtration and chemicals, personnel costs for lifeguards, insurance, electric and water. The building estimates were gathered from RDC, Recreational Design & Construction, Inc. 3990 North Powerline Road, Fort Lauderdale. This firm was utilized to build out our Community Center and have experience in building aquatic centers for municipalities.

Location

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

Staff reviewed all locations around BHI where we already owned property, such as park lands and vacant land next to Community Center. Additionally we looked at several properties which are vacant but privately owned. All privately owned land have the following disadvantages, the cost of purchasing the property, location in residential areas, lack of parking, concern for noise and additional traffic. Property already dedicated and developed as BHI Park land did have the advantage of not having to purchase property; however some of disadvantages would be to eliminate open green space and possible amenities such as dog parks, exercise area, and some parking. Each BHI park was affected differently, but in each case there was the loss of existing green space.

After considering all property owned by BHI, it was in the opinion of staff, the best location to site a Town pool was the property directly next to the BHI Community Center. The advantages are we already own the land and would not see any loss of tax revenue, (as there is none now), parking is readily available in the 95th Parking Garage and a pool facility would be a natural extension to the Community Center. (Please see enclosed rendering which is for illustrative purposes only)

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

Costs: Construction & Operational

Construction: To build a facility that roughly was shown in the rendering was estimated to cost 1.8 to 2 million dollars. It would include men's and women's and family bathrooms with changing rooms, ticket office, concession area, pool equipment, concrete pool deck, recreational pool, ADA drinking fountains, landscaping, signage and children splash pad.

Note: To build a similar sized facility over a building /parking facility would increase the cost to approximately double of the cost to build at ground level.

Operational Cost: In developing the cost estimates for annual maintenance, personnel and operations both Surfside and Miami Shores gave their budgetary numbers from their finance directors from the costs they expend currently to run their respective facilities. Please note that Miami Shores actual budget for their aquatic competition center did remove the costs relating to their "Pirates Cove" which is substantial. The Town of Surfside provided their expenditures for their pool facilities and included the same items as Miami Shores.

Miami Shores: Annual Budget for Maintenance/Personnel	\$357,600
--	-----------

Surfside: Annual Budget for Maintenance/Personnel	\$540,000
--	-----------

When going over these expenditures, I believe it would be safe to assume if Bay Harbor islands did build and operate a town pool, the annual cost to operate the facility could be in the area of approximately \$350,000 to \$450,000. Please know this is an estimate only and could be higher or lower dependent on many factors. I did not develop cost structure for a use charge/visitor charge/ pool use plans to offset operational costs

If anyone has any questions regarding this information, please feel free to contact me at your convenience.



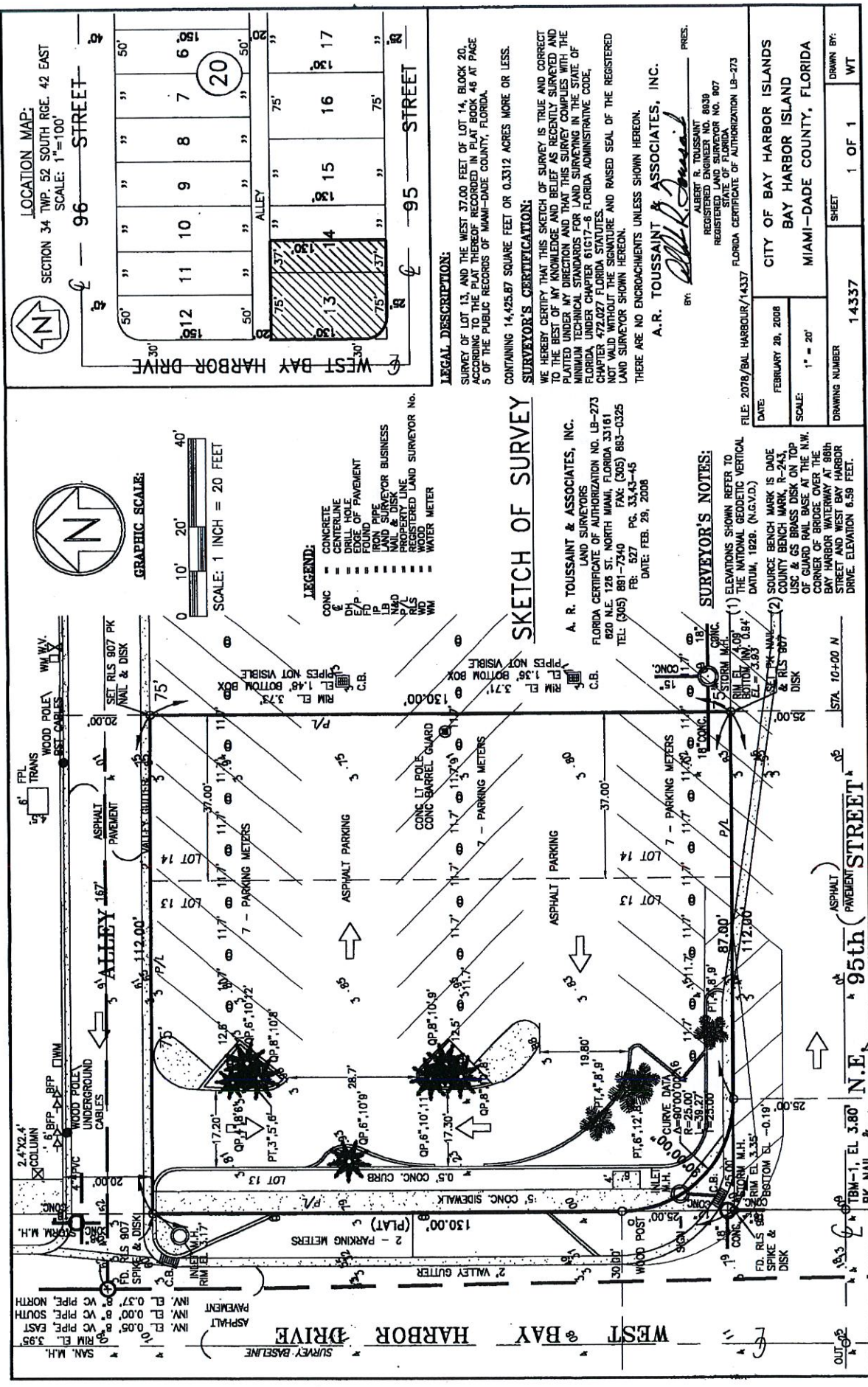
Ronald Wasson

POSSIBLE POOL LOCATION

OPTION # 1

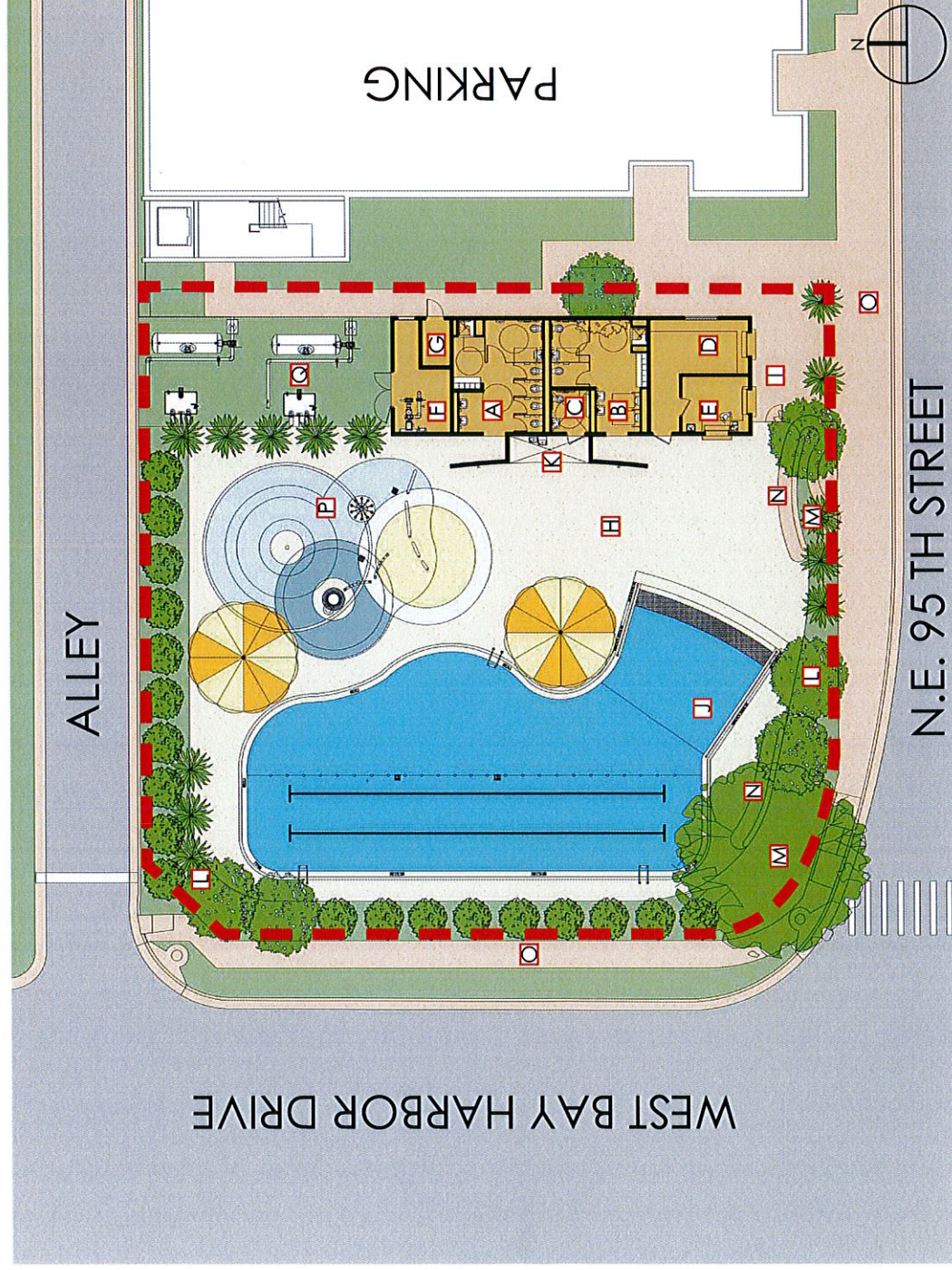
VACANT LAND

95TH STREET & W. BAY HARBOR DRIVE



SITE PLAN

CITY OF BAY HARBOR ISLANDS
BAY HARBOR ISLAND
MIAMI - DADE COUNTY, FLORIDA



- A. WOMEN'S RESTROOM / CHANGING 311 SF
- B. MEN'S RESTROOM / CHANGING 264 SF
- C. FAMILY / CHANGING 49 SF
- D. TICKETING OFFICE 215 SF
- E. CONCESSIONS 115 SF
- F. POOL EQUIPMENT 148 SF
- G. ELECTRICAL 40 SF
- H. CONCRETE POOL DECK
- I. ENTRY AREA
- J. RECREATIONAL POOL
- K. ADA BI-LEVEL DRINKING FOUNTAINS
- L. LANDSCAPING
- M. SIGNAGE
- N. SETTING
- O. CONCRETE SIDEWALK
- P. SPLASH DECK AREA 1,110 SF
- Q. POOL EQUIPMENT YARD

NOTE :

ADDITIONAL RESTROOM FIXTURES HAVE BEEN INCLUDED IN THE DESIGN TO MEET THE DEPARTMENT OF HEALTH REQUIREMENTS FOR THE FUTURE CONSTRUCTION OF A SPLASH DECK

Luke J. Cerrone



COMMUNITY AQUATICS CENTER



POSSIBLE POOL LOCATION

OPTION # 2

**OPERATING EXPENSES
RECREATION DEPARTMENT**

TOWN OF SURFSIDE

Ronald J. Wasson

From: Donald Nelson <dnelson@townofsurfsidefl.gov>
Sent: Friday, March 03, 2017 4:19 PM
To: Ronald J. Wasson
Subject: RE: Pool

Hi Ron: The 2016-2017 budgeted annual cost to operate the Town of Surfside Community Pool is approximately \$540,000. This includes all personnel cost for life guards, supervision, benefits and operating cost. There is no debt service cost as it was funded from Town reserve funds and not borrowed funds. I hope this helps you. Have a nice weekend. Don



Donald G. Nelson

Finance Director
Town of Surfside
9293 Harding Ave
Surfside, FL 33154
Ph (305) 861-4863 Ext. 225
Fax (305) 861-1302
Email: dnelson@townofsurfsidefl.gov

From: Ronald J. Wasson [<mailto:rwasson@bayharborislands-fl.gov>]
Sent: Thursday, March 02, 2017 3:46 PM
To: Donald Nelson <dnelson@townofsurfsidefl.gov>
Subject: Pool

Hello Don,
Thanks for your help.
Ron Wasson

Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office - 305-866-6241
Fax - 305-866-4863
rwasson@bayharborislands.net

PARKS AND RECREATION (6000)

001 General Fund

	FY 14/15	FY 15/16	FY 15/16	FY 16/17
	Actual	Adopted	Estimated	Adopted
APPROPRIATIONS				
Personnel Services	\$ 1,022,817	\$1,111,789	\$ 1,111,789	\$1,111,188
Operating Expenses	661,339	671,575	663,824	\$688,651
Capital Outlay	1,400	10,000	17,751	\$0
TOTAL	\$ 1,685,556	\$1,793,364	\$ 1,793,364	\$ 1,799,839

Significant Changes from FY 2015/2016 Adopted Budget +/-

Operating Expenses

Electricity	\$ 3,000
Community Center water and sewer charges	\$ 3,000
Property and liability insurance	\$ 8,576

Personnel Complement								
Position Title	FY 15/16				FY 16/17			
	Adopted				Funded			
	Full Time	Part Time	Temp	FTEs	Full Time	Part Time	Temp	FTEs
Parks & Recreation Director	1.00			1.00	1.00			1.00
Parks & Recreation Superintendent	1.00			1.00	1.00			1.00
Customer Services Representative	1.00			1.00	1.00			1.00
Aquatics Coordinator	1.00			1.00	1.00			1.00
Lifeguard, Head	1.00			1.00	1.00			1.00
Lifeguard, Lead	1.00			1.00	1.00			1.00
Lifeguard	1.00			1.00	1.00			1.00
Lifeguards*		10.00	8.00	6.60		10.00	8.00	6.60
Custodian		2.00		1.00		2.00		1.00
Program and Events Coordinator	1.00			1.00	1.00			1.00
Recreation Leader II	2.00			2.00	2.00			2.00
Recreation Leader I		9.00		5.00		9.00		5.00
Camp Counselors**			19.00	4.00			19.00	4.00
Total	10.00	21.00	27.00	26.60	10.00	21.00	27.00	26.60

*Temporary lifeguard positions consist of 8 positions for ten weeks for increased summer programming and hours of operation during the summer months.

**Camp Counselor positions consist of 14 positions for ten weeks for Summer Camp and 5 positions for two weeks for Winter Camp and Spring Camp.

PARKS AND RECREATION

(6000)

001 General Fund

EXPENDITURES

Line Item Prefix: 001-6000-572-:		FY 14/15	FY 15/16	FY 15/16	FY 16/17
		Actual	Adopted	Estimated	Adopted
Suffix	Object Description				
<u>Personnel Services</u>					
1210	Regular Salaries	\$406,710	\$421,791	\$421,791	\$433,074
1310	Other Salaries - Includes Seasonal	403,181	412,141	412,141	415,689
1410	Overtime	13,455	13,000	13,000	13,000
1510	Special pay	5,894	5,750	5,750	5,750
2110	Payroll Taxes	61,492	65,231	65,231	66,365
2210	Retirement Contribution	33,137	36,735	36,735	32,953
2310	Life & Health Insurance	83,326	108,937	108,937	107,131
2410	Workers Compensation	15,622	48,204	48,204	37,226
Total	Personnel Services	\$1,022,817	\$1,111,789	\$1,111,789	\$1,111,188
<u>Operating Expenses</u>					
3112	Physical Examinations	5,463	6,200	6,200	6,200
3410	Other Contractual Services	64,645	69,500	69,500	69,500
4110	Telecommunications	4,785	6,540	6,540	7,080
4111	Postage	25	100	100	100
4112	Mobile Phone Allowance	1,549	1,440	1,440	1,800
4310	Electricity	45,858	48,500	48,500	51,500
4311	Water and Sewer	26,984	27,600	27,600	30,600
4312	Natural Gas Service	23,763	29,400	29,400	29,400
4510	Property and Liability Insurance	26,019	39,620	39,620	48,196
4601	Maintenance Service/Repair Contracts	27,177	26,030	26,030	27,630
4602	Building Maintenance	61,688	52,000	52,000	52,000
4603	Equipment Maintenance	9,359	12,000	12,000	12,000
4604	Grounds Maintenance	162,046	139,170	139,170	139,170
4611	Miscellaneous Maintenance	5,005	5,000	5,000	5,000
4612	Vehicle Maintenance	5,680	3,200	3,200	3,200
4810	Promotional Activities	80,474	91,235	86,134	91,235
4815:4911	Other Current Charges	67,316	70,000	68,350	70,000
5110	Office Supplies	5,801	5,150	5,150	5,150
5213	Landscape Improvements	5,599	5,750	5,750	5,750
5214	Uniforms	5,485	5,850	5,850	5,850
5216	Gasoline	2,270	3,590	2,590	2,590
5225	Merchant Fees	3,319	2,000	2,000	3,000
5290	Miscellaneous Operating Supplies	16,419	16,500	16,500	16,500
5420	Conferences and Seminars	4,610	5,200	5,200	5,200

PARKS AND RECREATION

(6000)

001 General Fund

EXPENDITURES

Line Item Prefix: 001-6000-572-:		FY 14/15	FY 15/16	FY 15/16	FY 16/17
		Actual	Adopted	Estimated	Adopted
Suffix	Object Description				
Total	Operating Expenses	\$661,339	\$671,575	\$663,824	\$688,651
Capital Outlay					
6410	Machinery and Equipment	1,400	10,000	17,751	
Total	Capital Outlay	\$1,400	\$10,000	\$17,751	\$0
Total	Department Expenditures	\$1,685,556	\$1,793,364	\$1,793,364	\$1,799,839

OPERATING EXPENSES

RECREATION DEPARTMENT

MIAMI SHORES VILLAGE

INTEROFFICE MEMORANDUM

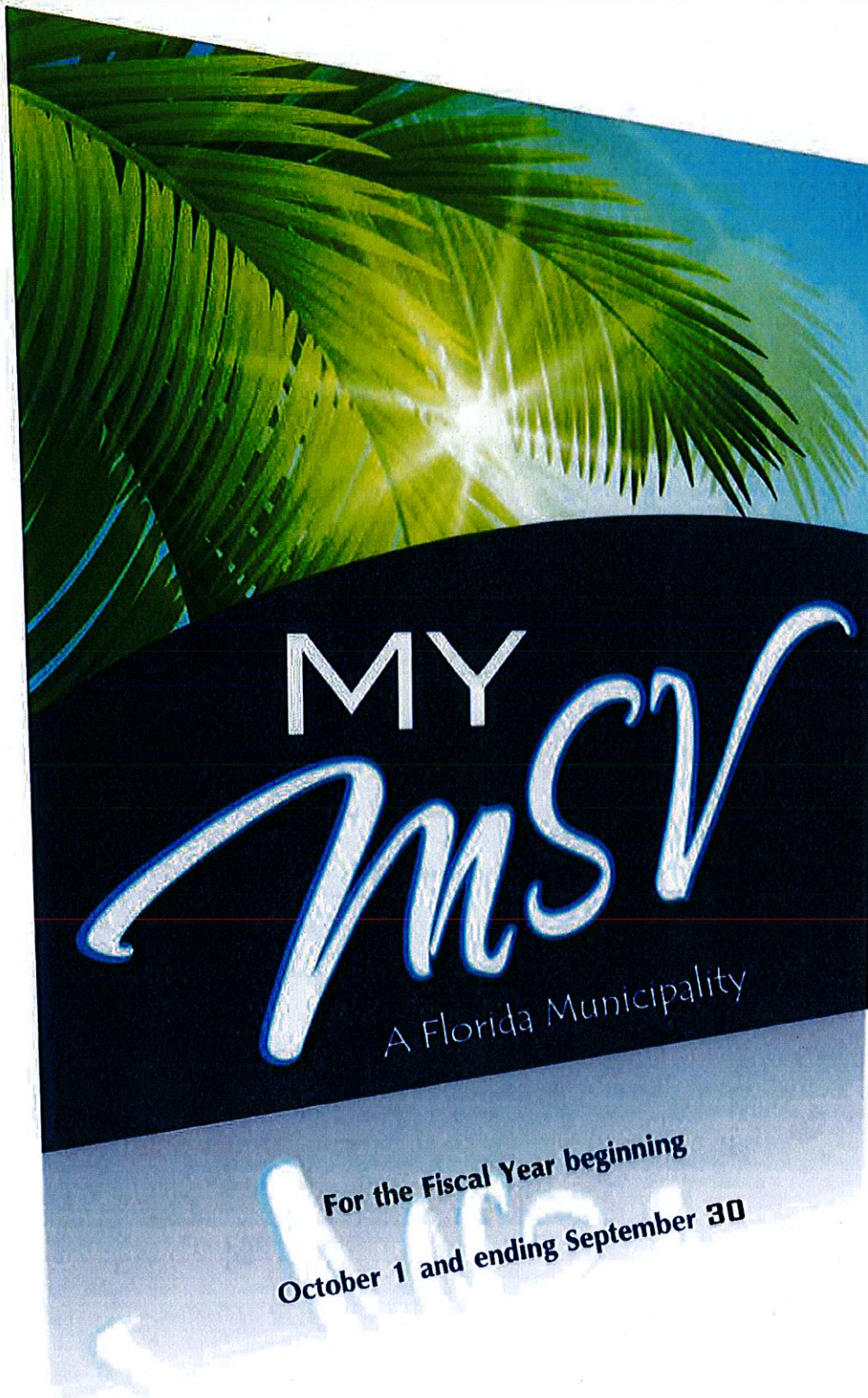
TO: ANGELA DORNEY
FROM: ERIK OLSEN
SUBJECT: COMPETITION POOL EXPENDITURE
DATE: 3/3/2017
CC: FILE

Mimi Solares

Here is the detailed list of expenditure for the Competition Pool. These figures are estimated.

Staffing cost (full time)	\$130,000
Staffing Costs (part time)	\$92,000
Payroll Taxes	\$16,000
Health Insurance	\$18,000
Contractual Services	\$6,000
Utilities	\$40,000
Risk Management	\$22,000
Repairs & Maintenance	\$9,000
Printing	\$1,000
Promotional	\$800
Permits & Inspections	\$1,000
Office Supplies	\$1,500
Operating Supplies	\$7,000
Uniforms	\$1,100
Chemicals	\$12,000
Totals	\$357,600

2016 - 2017



**Adopted
Operating
and
Capital
Budgets**

**By
Department
By
Division**

RECREATION DEPARTMENT
Aquatics Division

Services, Functions and Activities

The Miami Shores Aquatic Facility is comprised of an 8 lane competition pool, activity pool and jacuzzi offering comprehensive aquatic programs including adult and youth swimming lessons, swim team competitions, water exercise classes and free swim. The activity pool features slides, water cannons and interactive toys. This state-of-the-art facility offers the best aquatics facility in the area, competing with several large capacity facilities. The Aquatic Center also hosts several special events including egg dive, teen nights, dive-in theater and family nights.

BUDGET HIGHLIGHTS

	<u>FY'16</u>	<u>FY'17</u>	<u>Change</u>
Personnel Services.....	\$ 440,325	\$ 406,659	\$ (33,666)
Operating Expenditures/Expenses	182,489	209,275	26,786
Other Uses.....	35,300	34,800	(500)
TOTAL	<u>\$ 658,114</u>	<u>\$ 650,734</u>	<u>\$ (7,380)</u>

Expense Budget Worksheet Report

Account Number	Account Description	2015 Actual Amount	2016 Adopted Budget	2016 Estimated Amount	2017 Budget	Comments
Fund: 001 - General Fund						
EXPENSES						
Department: 72 - Recreation						
Division: 1405 - Aquatics						
Program: 00 - None						
Activity: 572 - Parks and Recreation						
<i>PS - Personnel Services</i>						
12-000	Regular Salaries and Wages Salaries	119,271	135,229	70,000	138,466	(1) Aquatics Supervisor (1) Assistant Aquatics Supervisor (1) Lifeguard III
13-000	Other Salaries and Wages Other Salaries	196,368	240,026	160,000	210,480	(6) Lifeguard I PT (2) Lifeguard II PT Funding for Aquatics Teaching, Concession and Seasonal Lifeguards
14-000	Overtime Overtime	923	2,000	500	500	Funding estimate for overtime required during summer and special events
18-100	Compensated Compensatory Leave Longevity	2,000	1,000	1,000	1,000	Benefit paid to tenured employees per policy
21-000	Payroll Taxes Employer Fica and Medicare	23,758	28,937	17,710	26,770	Social Security and Medicare taxes
23-000	Life and Health Insurance Health Insurance	7,970	19,371	18,984	20,237	Estimated annual employee costs for health insurance benefits
23-100	Life and Health Insurance Dental	259	572	295	443	Estimated annual employee costs for dental insurance benefits
23-200	Life and Health Insurance Long-Term Care	18	83	215	102	Estimated annual employee costs for long-term care insurance benefits
24-000	Workers' Compensation Workers' Compensation	5,838	13,107	13,107	8,661	Allocated cost of workers compensation premiums paid to the Florida League
<i>Total: PS - Personnel Services</i>		356,404	440,325	281,811	406,659	
<i>OE - Operating Expenditures/Expenses</i>						
34-000	Other Services Contract Services	3,079	3,200	2,700	3,030	Pest control, office equipment, fire extinguishers and Thorguard (lightning detection)
34-150	Other Services Program Instructors	7,985	7,000	6,500	6,000	Funding for swim class instructors
41-100	Communications Services Cellular	15	50	10	50	Cellular phones
43-100	Utility Services Electric	46,425	44,000	46,000	51,000	Estimated annual cost for electrical services based on current actual FPL usage
43-200	Utility Services Water	16,133	11,500	10,000	11,500	Annual funding for water consumption
45-000	Insurance ISF: Risk Management	17,413	22,439	22,439	36,545	Allocated costs for property, casualty and general liability insurance premiums paid to the Florida League
46-200	Repair and Maintenance Services Repairs and Maintenance	11,726	18,000	6,100	20,000	Funding to maintain and repair equipment located at the aquatics facility
47-000	Printing and Binding Printing	0	400	110	400	Funding for printing of notices
48-000	Promotional Activities Promotional Activities	0	400	0	400	Funding for promotions & lifeguard ads
49-000	Other Current Charges and Obligations Other Current Charges	1,583	2,200	1,450	2,200	Pool, spa and activity area permits and engineer fees. Also includes fees to the State of Florida and Dade County
51-000	Office Supplies Office Supplies	1,596	1,200	800	1,300	general office supplies for staff
52-200	Operating Supplies Other Operating Supplies	13,890	15,000	12,000	16,500	Supplies for non-food related operations
52-250	Operating Supplies Food for Resale	29,306	26,000	29,000	32,000	Funding for the purchase of concession stand supplies at the Aquatics facility
52-400	Operating Supplies Uniforms	3,788	2,200	1,500	2,750	Funding for staff uniforms
52-500	Operating Supplies Fertilizer and Chemicals	24,223	28,000	24,000	24,700	Funding for the purchase of chlorine and other chemicals to operate facility

Expense Budget Worksheet Report

Account Number	Account Description	2015 Actual Amount	2016 Adopted Budget	2016 Estimated Amount	2017 Budget Comments
54-000	Books, Publications, Subscriptions, and Memberships Dues, Memberships and Subs	0	400	400	400 Membership fee to FRPA & ASCA (America Swim Coaches Association)
10	Training Training and Education	650	500	500	500 Training fees required by state
Total: OE - Operating Expenditures/Expenses		177,812	182,489	163,509	209,275
Total: 572 - Parks and Recreation		534,216	622,814	445,320	615,934
Activity: 581 - Inter-Fund Group Transfers Out					
<i>OTH - Other Uses</i>					
91-301	Interfund Transfers Capital Projects	40,000	35,300	35,300	34,800 Transfer to Capital Projects
Total: OTH - Other Uses		40,000	35,300	35,300	34,800
Total: 581 - Inter-Fund Group Transfers Out		40,000	35,300	35,300	34,800
Program Total: 00 - None		574,216	658,114	480,620	650,734
Division Total: 1405 - Aquatics		574,216	658,114	480,620	650,734
Department Total: 72 - Recreation		574,216	658,114	480,620	650,734
EXPENSES Total		574,216	658,114	480,620	650,734
Fund EXPENSE Total: 001 - General Fund		574,216	658,114	480,620	650,734
EXPENSE GRAND Totals:		574,216	658,114	480,620	650,734

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 18.

ITEM: Discussion and direction with regard to Council Member Fuller's request to design an amphitheater and passive park at the lot located on 95th Street and West Bay Harbor Drive. Enclosed is a cost estimate and renderings on the proposed park location.

DESCRIPTION:

At the June 12, 2017, Regular Council Meeting, the Town Council discussed the future use of the vacant land located at the 95th Street and West Bay Harbor Drive.

Consensus was for staff to provide cost estimates for a park design and amphitheater.

Enclosed is a proposed park rendering and a letter prepare by Calvin, Giordano & Associates with a breakdown of the estimated costs.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

The estimated cost for a passive park and amphitheater is \$773,000

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Joshua Fuller, Council Member

ATTACHMENTS

1.	Cost estimate	20170720 - Memo with Cost to RWasson.pdf
2.	Park layout drawings	20161117 - Layout Site Plan.pdf



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& Urban Design
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954.921.8807 fax

www.cgasolutions.com

July 20, 2017

Town of Bay Harbor Islands
Attn: Mr. Ronald Wasson, Town Manager
9665 Bay Harbor Terrace
Bay Harbor Island, FL 33154

RE: Opinion of budget costs for Conceptual Park Design

Dear Mr. Wasson:

Please find an opinion of costs for the conceptual park design developed for the property at the northwest corner of the intersection of West Bay Harbor Drive and 95th Street, adjacent to the Town's Community Center.

\$ 773,000.00 Total Project Budget Amount

Please note that this amount is a preliminary calculation based on the conceptual design provided as is being provided to assist in budgeting for the project. A more accurate opinion of cost can only be achieved with further design and engineering where specific quantities of areas, materials and constructability can be better assessed.

Breakdown by component

\$ 73,850.00	General Items (Mobilization, Bonds, Permits, Compaction Testing, etc)
\$ 125,500.00	Walkways, Plaza with Paving Design, Precast Conc Seating, and Fencing
\$ 61,200.00	Park entry gateway features with up-light illumination
\$ 225,000.00	Custom LED-illuminated canopy structure with integrated pergola
\$ 15,000.00	Site Furnishings
\$ 34,750.00	Bollards, Security Site Lighting, Electrical hook-up connection
\$ 38,450.00	Landscaping and irrigation

Sub-total \$ 573,750.00

20% Contingency \$ 114,750.00

Construction Budget \$ 688,500.00

Soft costs \$ 84,500.00 (Incl. Survey, Geotechnical, Design and Engineering, Landscape, Irrigation, Electrical, etc)

Thank you for this opportunity to continue serving the Town and in creating wonderful public spaces to serve your community! Please do not hesitate to let me know if you have any additional questions.

Thank you,

Gianni A Feoli
Director, Landscape Urbanism and Design



UNDER-CANOPY PLAN VIEW



Plan view showing continuity of public sidewalk, perimeter fence with controlled access locations, plaza footprint and open lawn area.

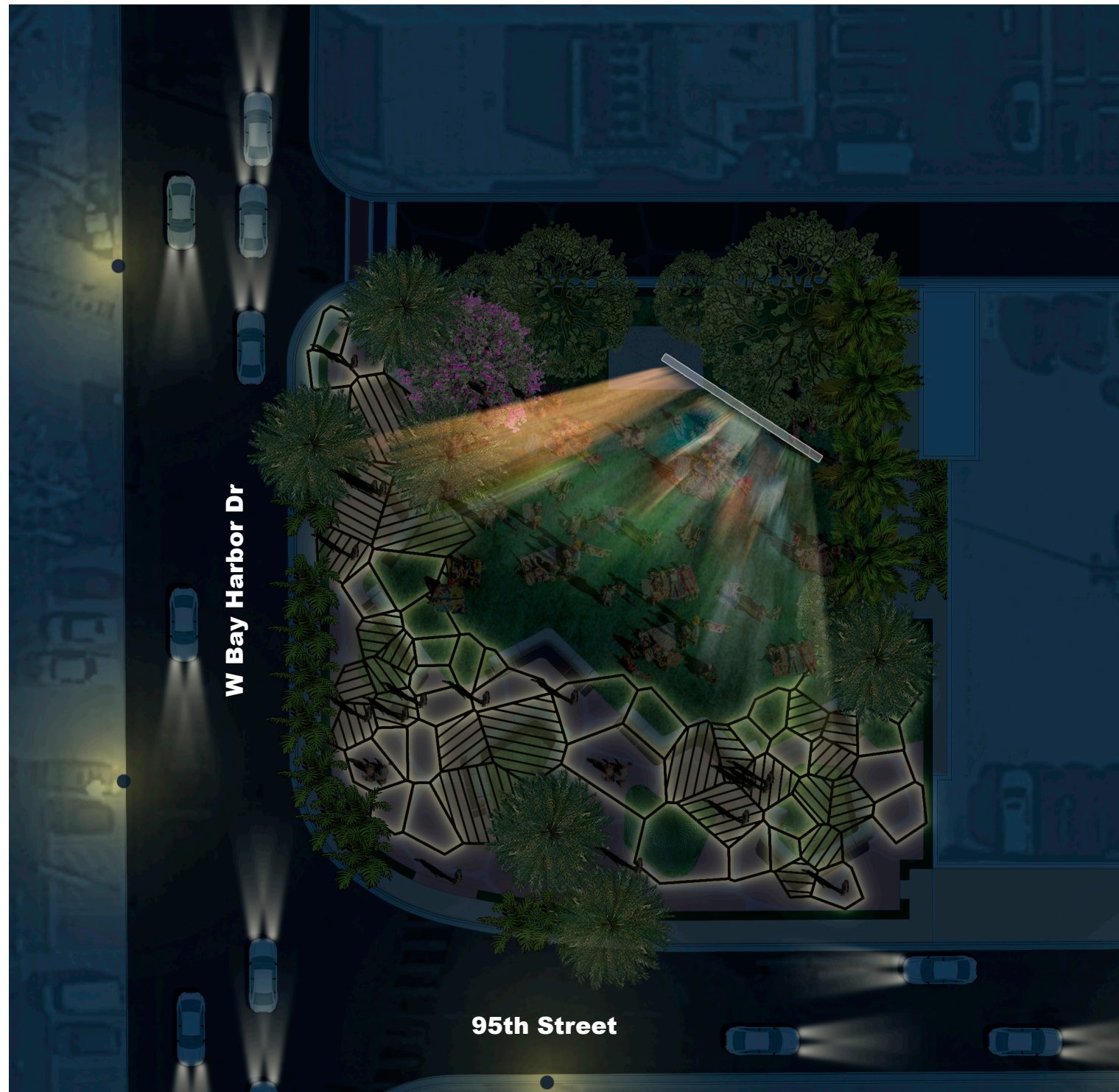
**Celebrating the community
by providing a location that is flexible
and that can allow for the spill-over of
the social activities of the
community center.**



BAY HARBOR ISLANDS COMMUNITY CENTER PARK

CONCEPTUAL DESIGN - PAGE 1 OF 2





MOVIE NIGHT



CONCERT NIGHT

Night-time rendering showing illumination strategy integrated into the structure of the pergola structure.

BAY HARBOR ISLANDS COMMUNITY CENTER PARK

ILLUMINATION STRATEGY - PAGE 2 OF 2

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 19.

ITEM: Discussion regarding the location of digital signs requested by Council Member Reid.

DESCRIPTION:

After the reported issues with the location of signs on Kane Concourse when staff discussed this option with FDOT, staff was asked to research other locations. Enclosed is a rendering showing a sign to be located on Causeway Island.

While this location and rendering for a sign is what is being requested by the Council below are some things to consider:

1. Traffic is going at 30 mph and drivers will only have a few limited seconds to focus on the signage.
2. Focusing on the signage is a distraction for drivers and could cause problems (accidents) by drivers trying to read the signs (FDOT does not allow for this reason).
3. The sign is intended to provide information for residents but it will be less effective because of the speed limit of vehicle.
4. The sign will be right in front of any future welcome signs to the Town.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Kelly Reid, Council Member

ATTACHMENTS

1.	Digital Sign - Causeway	Welcome Sign with Digital Board-REV.pdf
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Sign Design & Manufacture
2830 North 28th Terrace • Hollywood, Florida 33020

954.920.0905
954.549.5566
www.graphplex.com



CLIENT: City of Bay Harbor Islands
ADDRESS: WELCOME SIGN

DATE: 7/28/2017 (8/1)

FILENAME: Bay Harbor Islands /Welcome Sign with Digital Board-REV

DRAWN BY: RL

Sales: Bob Webster

THIS ORIGINAL DRAWING (OR COPY) IS FOR YOUR CONSIDERATION FOR A PROJECT WE ARE PROPOSING FOR YOU. IT IS NOT TO BE COPIED (IN FULL OR PART) OR EXHIBITED TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGNS.

New Monument with Digital Board

Illuminated Push Thru Letters “Bay Harbor Islands” and Reverse Channel Letter “Logo”



C Front View
Scale: 3/4"= 1'- 0"

D Side View
Scale: 3/4"= 1'- 0"



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954.549.5566
www.graphplex.com

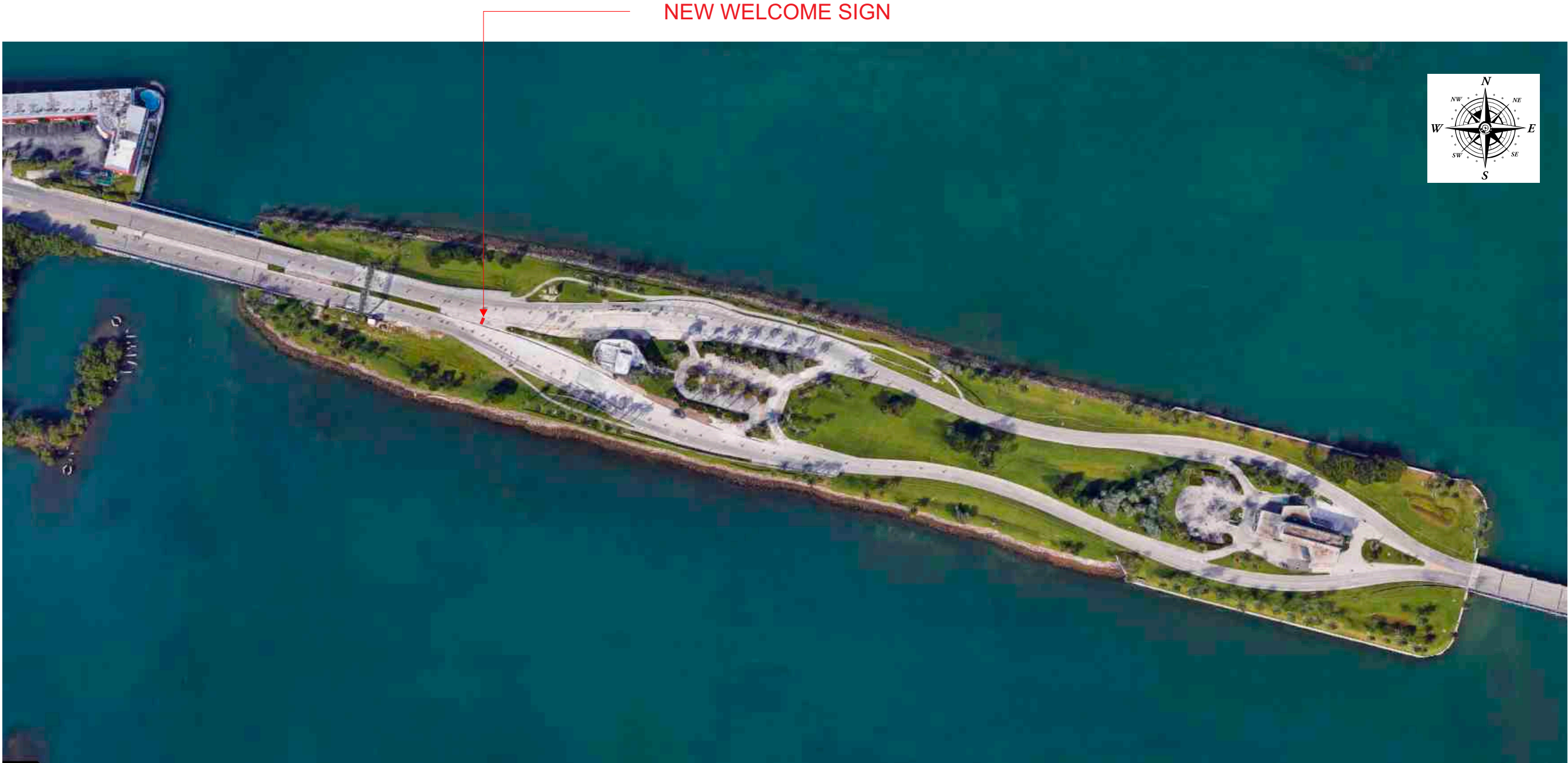


CLIENT: City of Bay Harbor Islands
ADDRESS: WELCOME SIGN

DATE: 7/28/2017 (8/1)
FILENAME: Bay Harbor Islands /Welcome Sign with Digital Board-REV

DRAWN BY: RL
Sales: Bob Webster

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 GRAPHPLEX SIGNS Sign Design & Manufacture 2830 North 28th Terrace • Hollywood, Florida 33020	 CLIENT: City of Bay Harbor Islands ADDRESS: WELCOME SIGN	DATE: 7/28/2017 (8/1)	DRAWN BY: RL
		FILENAME: Bay Harbor Islands /Welcome Sign with Digital Board-REV	Sales: Bob Webster

THIS ORIGINAL DRAWING (OR COPY) IS FOR YOUR CONSIDERATION FOR A PROJECT WE ARE PROPOSING FOR YOU. IT IS NOT TO BE COPIED (IN FULL OR PART) OR EXHIBITED TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGNS.



LOOKING EAST

 GRAPHPLEX S I G N S Sign Design & Manufacture 2830 North 28th Terrace • Hollywood, Florida 33020	 CLIENT: City of Bay Harbor Islands ADDRESS: WELCOME SIGN	DATE: 7/28/2017 (8/1)	DRAWN BY: RL
		FILENAME: Bay Harbor Islands /Welcome Sign with Digital Board-REV	Sales: Bob Webster

THIS ORIGINAL DRAWING (OR COPY) IS FOR YOUR CONSIDERATION FOR A PROJECT WE ARE PROPOSING FOR YOU. IT IS NOT TO BE COPIED (IN FULL OR PART) OR EXHIBITED TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGNS.

AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 20.

ITEM: Discussion and possible action requested by Council Member Reid regarding the service station lease. The lease agreement term is for 10 years (signed in Aug. 2008) with a 5 year extension option. Enclosed is a letter from the tenant exercising their option to a 5 year extension.

DESCRIPTION:

At the June 12th, Regular Council Meeting, Council Member Reid requested a future item to discuss the future land use for the service station. The service station is currently on a 10 year lease agreement (signed in August 1, 2008), with a 5 year option to extend.

In accordance with the current lease, Section 3 entitled "Term of lease and Extension", Sunshine Gasoline Distributors Inc. (the tenant) has sent notice that they wish to exercise the option to extend the lease agreement for a another 5 years commencing August 1, 2018.

Enclosed is a letter from Sunshine Gasoline Distributors, Inc. and a copy of the lease agreement.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Kelly Reid, Council Member

ATTACHMENTS

1.	Service Station Lease	Gas Station Lease.pdf
2.	Letter - Sunshine Gasoline	Sunshine Gasoline.pdf

AMENDED AND RESTATED LEASE

This Lease (the "Lease") effective August 1, 2008 between the Town of Bay Harbor Islands, a Florida municipal corporation ("Lessor"), and Sunshine Gasoline Distributors Inc., a Florida Corporation; and Maximo Alvarez (collectively "Lessee"), supersedes and replaces the Amended and Restated Lease effective March 1, 1994.

RECITALS

- A. Lessor and S. Wright Services Incorporated ("Wright") entered into a lease dated May 8, 1989 of the Property (described below) which lease was assigned by Wright to Howard Winick ("Winick") by Assignment, Assumption and Release of Lease Agreement dated June 7, 1991 and subsequently assigned to Winick to Lessee by Assignment and Assumption of Leases dated June 1, 1992 and subsequently modified by Amendment to lease dated March 1, 1993.
- B. Lessee has been operating a gasoline service station on the Property since May, 1995.
- C. Lessor and Lessee amended the lease documents and restated its terms as set forth in the instrument, entitled Amended and Restated Lease, effective as of March 1, 1994.
- D. Lessor and Lessee now desire to execute a new Lease.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties agree as follows:

1. LEASE OF THE PROPERTY. Lessor hereby leases to Lessee the following described property in Miami, Dade County, Florida (hereinafter collectively referred to as the "Property"):

PARCEL A

and

PARCEL B

As set forth on Exhibit "A" attached hereto and incorporated herein.

2. USE. Lessee shall use the Property described as Parcel A for a high class gasoline service station including the sale of other items defined in Section 9.G., below, and for no other purpose. The particularities of the use are more specifically set forth below in this Lease. Nothing shall be built on Parcel B, which parcel shall be used only for beautification purposes and parking. During the term of this Lease, Lessee shall maintain the landscaping on the Property in good condition and in accordance with the specifications drawn on the plans designated BC-41. The area comprising Parcel B may be used by Lessor in common with Lessee for septic tank purposes and subterranean drainage purposes with priority to Lessor for such use as Lessor may need.



3. TERM OF LEASE AND EXTENSION.

- A. This Lease is for a ten (10) year period (the "Lease Term") commencing 12:01 A.M., August 1, 2008 (the "Commencement Date") and ending at midnight on the last day of July, 2018 (the "Termination Date").
- B. Provided this Lease is in full force and effect and provided Lessee is not then in default of any provisions of this Lease, Lessee shall have the option to renew this Lease for one (1) five (5) year term under the same terms, conditions, agreements and provisions as provided herein. Lessee shall exercise such option by delivering written notice to Lessor by certified mail, return receipt requested at least one hundred eighty (180) days prior to the Termination Date.

4. RENT.

- A. The minimum guaranteed annual rental is \$72,840.00 (the "Base Annual Rent") for each of the first two (2) years of the Lease (each year of the Lease being from 12:01 A.M. on August 1, 2008 to midnight on the last day of July of the following year). These sums shall be payable as follows: On the 1st day of each month beginning August 1, 2008, Lessee shall pay to Lessor the sum of \$6,070.00. All government taxes and charges including state and county sales taxes shall be added to the rental sums set forth herein.
- B. The Base Annual Rent shall be increased by six percent (6%) during the term of this Lease (and during the option period if renewed), every two (2) years on the anniversary date of the Commencement Date (the "Adjustment date") commencing on the second (2nd) anniversary of the Commencement Date and continuing on the two (2) year anniversary thereafter.
- C. It is understood and agreed that Lessee's obligation to pay the adjustments in Base Annual Rent or Additional Rent as provided for in this Lease shall, for the purposes of the default provision herein, entitle Lessor to all remedies provided herein and at law or equity on account of Lessee's failure to pay rent.
- D. Any delay or failure of Lessor in computing or billing for adjustments in Base Annual Rent or taxes due under Section 5 shall not constitute a waiver or in any way impair the continuing obligation of the Lessee to pay such adjustments in Base Annual Rent or taxes due under Section 5.

5. SALES, USE AND RENT TAXES, PERSONAL PROPERTY TAXES. Lessee shall pay all sales, use and other taxes imposed by any governmental authorities upon the manufacture, sale, use, transmission, distribution or other process necessary or incidental to the furnishing of sewer, water, electricity and domestic water or other service to the Property. Lessee shall pay before delinquency all personal property taxes and assessments on the furniture, fixtures, equipment and other property of Lessee located in the Property and improvements in the Property belonging to Lessee. Lessee shall also pay all sales taxes assessed by any governmental authority against the Base Annual Rent and additional taxes due hereunder, if applicable, even though the taxing statute or ordinance may purport to impose such sales tax against Lessor. The payment of all sales tax shall be made by Lessee on a monthly basis, concurrently with monthly payment of the Base Annual Rent. Failure to pay these taxes shall constitute a default under the terms of Section 23, below.



6. LESSEE'S PROPORTIONATE SHARE OF TAXES AND ASSESSMENTS. Lessee shall pay to Lessor in each year of the Lease, as Additional Rent, Lessee's proportionate share of all real estate and other ad valorem taxes and assessments of every kind and nature (including, but not limited to, general and special assessments, foreseen as well as unforeseen) with respect to all land, buildings and improvements on the Property. If the tax bills cover not only the Property but other property, Lessor shall make a reasonable allocation between the Property and such other property. The tax payment shall be paid by Lessee in equal monthly installments on the first of each month in such amounts as are estimated and billed for each year of the Lease by Lessor. If the total amount paid for any tax payments made by Lessee shall exceed the amount of payments actually made by Lessor for taxes and assessments, such excess shall be credited by Lessor on subsequent payments to be made by Lessee for such times. If, however, such monthly tax payments shall not be sufficient to pay such items when the same shall become due and payable, then Lessee shall pay to Lessor any amount necessary to make up the deficiency upon written demand from Lessor stating the amount of the deficiency. If the taxes are increased, Lessor may require the monthly tax payment to be increased so that upon receipt of the tax bill, Lessor will have a sufficient sum in escrow to meet Lessee's tax payment obligations under this Lease. Lessor may also require Lessee, upon the execution of this Lease, to fund a sufficient sum of money into the tax escrow to cover Lessee's total tax liability upon Lessor's receipt of the tax bill. Upon the proper termination of this Lease and payment in full of the tax bill for such year, Lessor shall refund to Lessee any credit balance accumulated under the provisions of this paragraph. Lessee shall remain liable to Lessor for any tax increases not included in the escrow amounts for the last year of the Lease Term. No interest or dividends shall be allowed or paid to Lessee on account of such deposits made hereunder and said deposits need not be kept separate and apart from the other funds of Lessor. Failure to pay these taxes and assessments shall constitute a default under the terms of Section 23, below.

7. METHOD OF RENTAL PAYMENT. Rentals are due and payable to Lessor in legal tender of the United States of America at Lessor Town Hall, attention Town Manager, or at such place as Lessor may from time to time designate in writing.

8. IMPROVEMENTS BY LESSEE. Lessee represents and warrants to Lessor that the Lessee has completed the following work:

- A. The removal and replacement, in compliance with all applicable laws, rules and regulations, of all fuel dispensing and storage facilities and equipment, including secondary containment, and Stage II vapor recovery as more particularly described on Exhibit B.
- B. The proper disposal of all replaced equipment and facilities along with any soils or other materials removed in connection with the replacement activities;
- C. The renovation of the station structure and landscaping in accordance with the plans previously agreed to by Lessor, attached here as Exhibit C.

9. USE AND OPERATION OF THE SERVICE STATION.

- A. The service station must remain open every day of the year, including Sundays and Holidays, with an adequate staff. On all days except Sundays and Holidays, the station must be open for business at least from 7:00 A.M. to 9:00 P.M. On Sundays and Holidays the station must be open for business at least from 9:00 A.M. to 5:00 P.M.



- B. The service station must provide a complete line of normal services including, but not limited to, towing, tuneup, wheel alignment, brake service, muffler and exhaust service, air-conditioning service, washing, waxing, polishing and major repairs.
- C. No major repairs to motor vehicles will be done on the Property between 8:00 P.M. and 8:00 A.M. No body work or painting will be done on the Property at any time. Body work includes, but is not limited to, replacement of doors and fenders, rust-proofing, dent removal and repair, and the like.
- D. There must be a minimum of one pump for each grade of gasoline for self-service. In addition, there must be full service pumps to completely serve customers with each grade of gasoline sold.
- E. The service station will provide at least two distinct grades of a nationally recognized brand of gasoline capable of providing for the full requirements of all automobiles: (1) premium unleaded gasoline; and (b) regular unleaded gasoline. The octane rating of such gasoline will be at least equivalent to the standards set by government agencies charged with the responsibility of establishing and maintaining such standard.
- F. The service station will not rent any vehicles of any type, whether motor driven or not, including any U-haul vehicles or trailers.
- G. Lessee shall be permitted to sell to the public no more than ten (10) categories of grocery items, including food and food byproducts which are used for human consumption. No alcoholic beverages shall be sold. It is the intent of the parties that the primary business operation of the Property be a service station and not a convenience store.

10. SECURITY DEPOSIT. Prior to the execution of this Lease, Lessee has deposited with Lessor the sum of \$7,500.00, receipt of which is hereby acknowledged by Lessor, as security for the full and faithful performance by Lessee of all of the terms of this Lease. The security deposit shall be returned to Lessee after the time fixed as the expiration of the term hereof, provided Lessee has fully and faithfully carried out all of the terms, covenants and conditions on Lessee's part to be performed. Lessor shall have the right, but not the obligation, to apply any part of said deposit to cure any default of Lessee, and if Lessor does so, Lessee shall upon demand, deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease. Lessee's failure to pay to Lessor a sufficient amount to restore said security to the original sum deposited within five (5) days after receipt of demand therefor, shall constitute a breach of the Lease.

In the event of a sale of the Property or a lease of the land upon which it stands subject to this Lease, Lessor shall have the right to transfer the security to the buyer or lessee and Lessor shall be considered released by Lessee from all liability for the return of such security and Lessee shall look to the new landlord or lessee solely for the return of the said security and it is agreed that this shall apply to every transfer or assignment made of the security to a new buyer or landlord. The security deposited under this Lease shall not be mortgaged, assigned or encumbered by Lessee or Lessor without the written consent of the other, and any attempt to do so shall be void and a default in this Lease.



11. TERMINATION IF SERVICE IS NOT ADEQUATE. It is a condition of this Lease that the service station be operated and maintained in an efficient and high class manner and as a credit to the standards of the Town of Bay Harbor Islands.

What is "an efficient and high class mariner, and as a credit to the standards of the Town of Bay Harbor Islands" shall be within the sole judgment and discretion of Lessor; provided, however, that its sole judgment and discretion are not arbitrary or capricious. Lessor acknowledges that Lessee's current operation of the gasoline station is consistent with Lessor's high standards. It is the intent of the parties that if Lessor is of the opinion that the operation and maintenance is not as set forth above, no one else's opinion will be substituted for that of Lessor as the standards of Lessor are higher than the normal standards of operation required by the major oil companies, and it is intended that Lessee live up to Lessor's standards. The Lease to Lessee rather than to a major oil company is based on this intent. Failure to so maintain the service and aesthetic appearances of the Property in such manner shall be deemed a default and at the option of Lessor, a ground for termination of this Lease subject to the provisions of Section 23. Should this Lease be cancelled under the provisions of this paragraph, Lessee shall be reimbursed for the cost of improvements made during the first five years of the term hereof but not removed by Lessee at termination of this Lease. The cost shall be reduced by depreciation at the rate of ten percent (10%) per year. Lessor shall have the right from time to time and upon notice to Lessee to inspect the Property to determine compliance with the provisions of this paragraph.

12. APPROVAL OF LESSEE'S SUPPLIER. The supplier of gasoline to Lessee for dispensing on the demised Property must be a major oil company and must be approved in writing by Lessor. CITGO has been submitted by Lessee to Lessor and has been approved. If there is any proposed change thereafter during the term of this Lease, the proposed new major oil company's name shall be submitted to Lessor for approval at least thirty (30) days before any change is contemplated to be made, and is subject to Lessor's reasonable approval.

13. CONSUMER PRICES. Lessee agrees to reasonably meet competitive prices of major oil company service stations in the area in pricing gasoline dispensed from the Property and in performing services on the Property. Meeting competitive prices is defined as prices by Lessee to the consumer within ten percent (10%) of the lowest price in the area market for gasoline and for the particular services involved.

14. DISCOUNT TO LESSOR VEHICLES. Lessee will give a twenty percent (20%) discount on all services to Lessor vehicles, but not on gasoline.

15. ASSIGNMENT OR SUBLEASE. Lessee may not assign, sublet, mortgage or pledge this Lease or any portion of Lessee's interest in the property without the prior written consent of Lessor which consent will not be unreasonably withheld. The consent by Lessor to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include an assignment or subletting by operation of the law and transfer of a controlling interest of stock in Lessee. If this Lease be assigned or the Property or any part thereof be sublet or occupied by anybody other than Lessee, Lessor may collect rent from the assignee, and apply the net amount collected to the rent herein reserved, but no such assignment or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee as tenant, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

Prior to consenting to any assignment or sublease, Lessor shall require a full financial report and service station experience and investigation of the assignee or sublessee including, but not limited to, financial statements, tax returns, credit investigations, prior experience reports and investigations (in operating service stations of this type) together with similar reports and investigations of the principal officers, directors or partners of any assignee or sublessee, as the case may be. Lessor may refuse to consent to an assignment or sublease if Lessor is not satisfied with the credit, financial status or service station experience of the assignee, sublessee or any of its officers, directors or partners. Lessor's refusal to consent to any such assignment or sublease shall not be deemed unreasonable if Lessor is dissatisfied with any of the foregoing. Lessee agrees, further, that Lessor shall not be liable to Lessee or anyone else for any refusal to consent to any such assignment or sublease consistent with the terms of this paragraph. Lessor agrees, however, that within ten (10) days after Lessor notifies Lessee in writing of its refusal of any assignment or sublease, Lessee may notify Lessor in writing of Lessee's intention to enter into the assignment or sublease notwithstanding Lessor's prior disapproval. In this event and as Lessee's sole and exclusive recourse and remedy to Lessor's refusal to consent to the assignment or sublease, Lessor agrees to submit to arbitration to be conducted by the American Arbitration Association and under said Association's rules governing commercial arbitration or before any other mutually agreeable arbitrators. Both Lessee and Lessor agree to be bound by the decision of any arbitrators with respect to whether Lessor acted unreasonably in refusing to consent to the assignment or sublease by Lessee. Lessee agrees, however, that no liability will be imposed on Lessor if the arbitrators vote in favor of any assignment or sublease after Lessor has refused to consent to same. The prevailing party shall be entitled to costs and reasonable legal fees, as determined by a court of competent jurisdiction, resulting from any arbitration, and the same shall be due and payable within thirty (30) days after a final decision.

16. PERSONAL SERVICES. Lessee agrees that the overall supervision of the management and operation of the service station shall be performed by Maximo Alvarez or a qualified manager having at least five (5) years experience as a manager of a service station, who shall be personally present on a full-time basis (i.e., forty (40) hours per week minimum to be in charge of day-to-day operations and management of the service station).

17. CREDITS FOR CERTAIN TAXES LEVIED BY LESSOR. Lessee shall be entitled to a credit, at the end of each year of this lease, for the total amount paid by Lessee for taxes levied or assessed, if any, by Lessor against any building or personal property of Lessee situated on the Property and used in conjunction with the operation of the Property or for any license or privilege tax imposed by Lessor in conjunction with Lessee's operations conducted on the Property.

18. MAINTENANCE AND RETURN OF PROPERTY IN GOOD CONDITION. Lessee, at its own expense, will keep the Property in good state of repair and clean condition at all times during the term hereof, including responsibility for all capital expenditures relating to repair and maintenance of the building and underground fuel tanks and any related facilities. Lessee will comply with any and all applicable laws or regulations of any governmental authority including Lessor, and will use the Property for lawful purposes at all times, and will return to Lessor at the expiration of this Lease, except as provided in Section 20, below, all of the Property together with any and all improvements thereon, whether or not made by Lessee during the term hereof, in good condition and state of repair, ordinary wear and tear excepted. If Lessee fails to adequately maintain the Property, including but not limited to, all landscaping around the service station and all improvements on Parcel A, the same shall constitute a default hereunder. In addition, Lessor shall have the right, but not the obligation, to maintain all or any portion of the Property if Lessee fails to do so to the sole and exclusive satisfaction of Lessor and any costs or expenses suffered by Lessor shall be reimbursed by Lessee to Lessor due and payable within five (5) days of written



demand therefor.

19. NOTICES UNDER THIS LEASE. All notices provided for under this Lease shall be in writing and mailed to Lessor whose address is Town Hall, Town of Bay Harbor Islands, Florida 33154, Attention: Town Manager, and a copy to the Town Attorney, who currently is Craig B. Sherman, Esq., or at such other place or places as their parties may designate in writing from time to time, and to Lessee at 1101 North 16th Court, Hollywood, Florida 33020.

20. DISPENSING EQUIPMENT. Lessee shall own and, at its own expense, furnish, maintain and replace the necessary storage and dispensing equipment for the proper and convenient operation of a service station on the Property. Lessee, at any time during the term hereof, shall have the right to change and replace the same, whether or not the said equipment or any part thereof be embedded in the soil or affixed to the realty in accordance with applicable law. Unless Lessor agrees otherwise in writing, at the expiration for the Lease, Lessee shall promptly and properly remove all storage and dispensing equipment provided that Lessee shall repair any damage to the Property caused by such removal and provided further, Lessee shall provide documentation evidencing that the equipment was properly removed and disposed of in accordance with all applicable Legal Requirements. Lessee shall also undertake any necessary remediation of the Property in connection with the removal of the dispensing equipment at Lessee's sole cost and expense. Lessee shall not change, replace or remove any buildings or permanent structural improvements to the Property, unless Lessor agrees otherwise in writing.

21. FIRE AND CASUALTY INSURANCE. Throughout the term of this Lease, Lessee shall keep the buildings and equipment on the Property insured for their full insurable replacement value against loss or damage by fire or by risks insured under extended coverage at its own expense by insurance companies authorized to do business in Florida and acceptable to Lessor. The said policy or policies of insurance shall name Lessor as an additional insured so that any claim for any loss or damage under any policy shall be in favor of Lessor and Lessee as co-insured, or, at Lessee's option, Lessee may provide the aforementioned insurance coverage under Lessee's usual scheduled policies furnishing Lessor satisfactory evidence of such coverage. Any proceeds or claim for such loss or damage during the term of this Lease shall be used exclusively for the purpose of restoring and repairing the Property or any improvements or equipment thereon. It shall be the obligation of Lessee to keep and maintain the buildings and improvements herein referred to in good condition and state of repair at all times, including capital repairs, during the term of this Lease or any renewal hereof irrespective of the amount of insurance coverage maintained by Lessee and irrespective of how damage may occur to the buildings and improvements. In case of damage to the building and improvements including ordinary wear and tear, Lessee shall promptly commence to make repairs to rebuild and restore the damaged buildings and equipment and such work or renovation or restoration and repair shall be carried through continuously to completion as promptly as may be done to the end that the buildings and all equipment after such damage shall be restored to a state of having not less than the same value, use and function as existed prior to such damage. Lessee shall demonstrate coverage for the building on the Property through a policy issued by the Florida Windstorm Underwriting Association or similar insurer. Lessor shall be named as Loss Payee.

22. LIABILITY INSURANCE. Lessee will keep and maintain, at its own expense, during the term of this Lease, full and complete comprehensive public liability insurance with limits of not less than \$1,000,000 in respect to injuries to or death of any one person, and not less than the total aggregate sum of \$2,000,000 in respect to injuries to or death of persons in any one accident, and in an amount of not less than \$1,000,000 for damage to property, which policies will name Lessor as an additional insured. The insurance referred to in this paragraph will be in a company or



companies approved by Lessor. Lessee understands that Lessor shall schedule such policies as an underlying insurer under Lessor's umbrella liability policy. Lessee agrees that any additional premium incurred by Lessor as a result of scheduling such policies under Lessor's umbrella liability policy shall be the obligation of Lessee and payable to Lessor upon delivering of a bill therefor to Lessee. Lessee shall be required to provide evidence of garagekeepers liability relating to the repair shop operations and evidence of Workers' Compensation coverage for all personnel involved in the gasoline and repair operations.

23. DEFAULT. If Lessee defaults in the payment of rent or any taxes provided herein on the day the same becomes due and payable, and such default shall continue for ten (10) days after written notice by Lessor delivered to Lessee by certified mail, or in case Lessee shall fail to perform or observe any of the terms or provisions under this Lease other than with regard to the payment of rent or Additional Rent, and such default shall continue for a period of thirty (30) days after written notice of the same has been given by Lessor to Lessee by certified mail, return receipt requested, specifying the default complained of, during which period of time Lessee shall have the opportunity to cure such default complained of, then in either of such events, Lessor, at its election, may reenter upon said Property and the buildings and improvements thereon on any part thereof and avail itself of any of Lessor's remedies provided for by Florida law including acceleration of any rent due hereunder and/or termination of this Lease. Such remedies of Lessor shall not be deemed to be exclusive remedies of the Lessor. Lessee agrees upon the termination of the Lease, Lessee will surrender and deliver up said Property, real and personal, peaceably to Lessor upon the effective date of the termination. If Lessee shall hold the said Property or any part thereof one day after the same should be surrendered according to the terms of this Lease, Lessor shall be required to pay rent at 200% of current rent and Lessor shall have all the remedies available to it under Florida law and the terms of this Lease for the removal of Lessee and the ability to recover any damages suffered by Lessor arising from the wrongful holding over of Lessee.

24. ADEQUATE EMPLOYEES AND STOCK TO BE KEPT. Lessee agrees that during the term of this Lease, it will keep an adequate and competent group of employees to handle the business of the service station and will keep a full stock of gasoline, supplies and merchandise as are customarily kept in a well-operated gasoline service station business.

25. BANKRUPTCY. If Lessee shall file a voluntary petition in bankruptcy, or shall be adjudged a bankruptcy, or shall make an assignment for the benefit of creditors, or should there be appointed a receiver to take charge of the Property or any part thereof in any court, then in any of such events, Lessee shall be deemed in default under this Lease and Lessor may, at its option, terminate this Lease and reenter the Property, and Lessee shall thereupon become a tenant at sufferance. In the event of any default in any provision of this Lease, Lessor shall have the option to declare the entire rent and any Additional Rent for the balance of the term as due and payable forthwith, based upon the minimum rental guaranteed under the terms of this Lease, and may proceed to collect the same by distress or otherwise. Thereupon, the term shall be terminated and the exercise of such remedy by Lessor shall be deemed to be cumulative, not exclusive of any remedy sought by Lessor for possession of the Property.

26. INDEMNIFICATION. Lessee hereby indemnifies and saves harmless Lessor from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease for any personal injury, loss of life and damages to persons or property sustained in, on or about the Property, by reason or as a result of Lessee's occupancy thereof, or violation by Lessee of any legal requirements as defined in Section 33 below, and from and against all costs, counsel fees, expenses and liabilities occurred in and about the defense of any such claim and the investigation thereof. Compliance with the liability insurance requirement of Section

22 shall not relieve Lessee of the obligations of this Section 26. It is the parties' intention that this indemnification apply from the date Lessee first occupied the Property.

27. ATTORNEYS' FEES. In any action concerning, arising out of, or relating to this Lease including actions to collect the rent or Additional Rent hereunder, and actions for declaratory judgment under Chapter 86, Florida Statutes, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in all courts, trial and appellate.

28. PARKING AREAS. Lessee shall have a nonexclusive license to the use of parking areas designated as Parcel B, all as shown on the sketch attached hereto. Said parking areas shall be kept paved and maintained in good condition by Lessee at Lessee's sole cost and expense through the term of this Lease. The license terminates with the termination of this Lease.

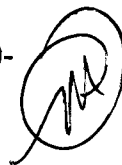
29. CONSTRUCTION, IMPROVEMENT, RENOVATIONS. The parties acknowledge and agree that Lessor has already and may at any time in the future, commence construction, improvements or renovation on the Broad Causeway, Toll Plaza and Service Station area or install a new bridge. The parties agree and acknowledge that Lessor shall have no liability of any nature to Lessee for any business interruption, loss of profits or interference of any nature with Lessee's business because of said construction, improvements or renovations. Provided, however, if Lessee is required to close its business completely and is unable to conduct any business at all because of any act of Lessor as described in this paragraph, then the monthly rent shall be reduced on a per diem basis for each day Lessee is closed.

30. TERMINATION.

A. If by reason of any prohibitory or restrictive federal or state statute, county ordinance, judgment, court ruling or administrative ruling, Lessor or Lessee is prevented from using or occupying the Property, the Lease will be terminated forthwith upon such use being declared illegal, and neither party will have any future liability under this Lease except for liabilities which have been incurred up to the point of termination. The provisions of this paragraph shall apply regardless of whether Lessor or Lessee or both are subject to the statutes, ordinances, judgments, court rulings or administrative rulings, referred to above.

B. This Lease may also be terminated and if Lessor decides to reconstruct, renovate, replace or repair the bridge, the Toll Plaza or service station area and if as a result of such renovation, etc., the Property can no longer be used for a service station. In that event, Lessor shall give Lessee twelve (12) months' advance written notice of its intention to terminate this Lease. Upon the effective date of the termination of this Lease, Lessee shall immediately deliver occupancy and possession of the leased Property to Lessor. In such event, Lessor shall give Lessee a right of first refusal or the right to match the prevailing bid, if such bidding is required by applicable law, to operate a service stations should the Lessor desire to use its property for such activities during the term of the Lease and option, provided Lessee is not in default at the time.

31. NO WARRANTIES BY LESSOR AS TO CONDITION OF PROPERTY. Lessor makes no warranties express or implied as the condition of the Property or any improvements thereon.



32. HAZARDOUS MATERIALS.

A. Lessee shall:

- (1) neither cause nor permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all Legal Requirements;
- (2) neither cause nor permit a release of Hazardous Materials onto the Property or any other property as a result of any intentional or unintentional act or omission on the part of Lessor;
- (3) comply with all applicable Legal Requirements related to Hazardous Materials and within three (3) days provide Lessor notice of any notice inquiry, violation, discharge or suspected discharge in any way related to the Property or the operation of the service station.
- (4) timely conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions on, from or affecting the Property in accordance with such applicable Legal Requirements and to the satisfaction of Lessor;
- (5) upon the expiration of the Lease, deliver the Property to Lessor free of all hazardous material; and
- (6) defend, indemnify and hold harmless Lessor and Lessor's employees and other agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of any kind or nature, known or unknown, contingent or otherwise (including, without limitation, accountants' and attorneys' fees, including fees for the services of paralegals and similar persons, consultants' fees, investigation and laboratory fees, court costs and litigation expenses at the trial and all appellate levels), arising out of, or in any way related to (1) the presence, disposal, release or threatened release of any Hazardous Materials which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise; (b) any personal injury, including wrongful death, or damage to property, real or personal, arising out of or related to such Hazardous Materials; (c) any lawsuit brought, threatened or settled by Legal Authorities or other parties, or ordered by Legal Authorities, related to such Hazardous Materials; and/or (d) any violation of Legal Requirements related in any way to such Hazardous Materials, all except as may be related to the existing contamination as more fully discussed in Section 33.

B. As used in this section the following terms shall have the meanings set forth below.

- (1) "Hazardous Materials": Any flammable, explosive, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances,



pollutants, contaminants or related materials as defined currently or in the future under any Legal Requirements including, without limitation, the following statutes and the regulations promulgated under their authority: (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*); (b) the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, *et seq.*); (c) the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901, *et seq.*); (d) Chapter 376, Florida Statutes, as amended; and (3) Chapter 24 of the Code of Metropolitan Dade County, as amended.

- (2) "Legal Authority": Any domestic or foreign federal, state, county, municipal or other government, governmental department, commission, board, bureau, court, agency or instrumentality having jurisdiction or authority over Lessor, Lessee and/or all or any part of the Property.
- (3) "Legal Requirement": Any law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, registration or other direction or requirement of any Legal Authority, which is now or in the future applicable to the Property, including those not within the present contemplation of the parties.

C. The provisions of this Section 32 shall survive the expiration or termination of this Lease.

33. EXISTING FUEL SPILL REMEDIATION. The Lessee and Lessor acknowledge that there is existing contamination at, on and under the Property as more particularly described in the Remedial Action Plan dated February 11, 1994 and related documents prepared by Clark Engineers-Scientists, Inc. Without waiving any claims either party may have against the other with regard to contamination at the Property, the Lessor and Lessee have cooperatively submitted Florida Petroleum Liability and Restoration Insurance Program ("FPLRIP") Claims to the Florida Department of Environmental Protection ("DEP") for coverage for the existing contamination and the site has been determined eligible for state restoration funding under FPLRIP. The parties agreed that Lessee would be designated as the "person responsible for conducting site rehabilitation" and the parties further cooperated with one another to obtain their respective reimbursement of costs incurred under FPLRIP. The parties agree that the reimbursement process has been completed to their mutual satisfaction and waive any claims against each other with respect to costs which may have been covered under the Reimbursement Program. As to further remediation activities, Lessee shall have the right to designate a "qualified contractor" and shall have the duty to complete cleanup as may be required by DEP or the Dade County Department of Environmental Resource Management ("DERM") in accordance with the DEP's Preapproval Program and shall provide Lessor with copies of all documents submitted to DERM or DEP relating to the remediation. In the event remediation is necessary beyond the scope of the FPLRIP coverage, Lessee shall be solely responsible for the costs of such assessment and remediation activities.

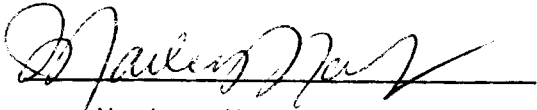
34. ADDITIONAL INSURANCE REQUIREMENTS. Throughout the term of this Lease Lessee shall insure that the Property qualifies for coverage under the Florida Petroleum Liability and Restoration Insurance Program ("FPLRIP"), any successor program or through another allowable mechanism in order to provide the scope and liability of coverage required by state and federal law. Lessee shall also insure that Lessor is named as an additional insured on all applicable insurance policies. Lessee shall annually, at the beginning of each Lease Year, provide evidence to Lessor of such coverage. Failure to continuously provide such coverage shall be a default under



this Lease. Lessee shall maintain and provide evidence of financial responsibility for petroleum storage systems at the Property in a form and manner in compliance with federal and state laws and regulations, and limits of at least \$3 million/incident and \$5 million aggregate shall be provided. Lessor shall be named as an Additional Insured under the policy.

35. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ATTEST:

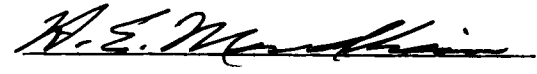

Name: Marlene Marante, Town Clerk

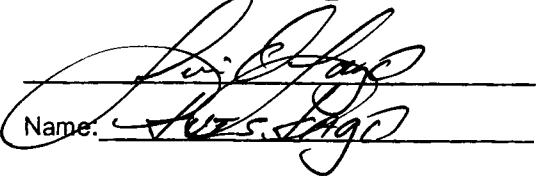
LESSOR:

TOWN OF BAY HARBOR ISLANDS

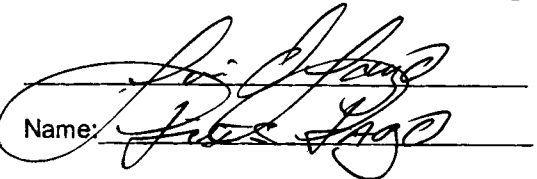
By: 
Name: Peter G. Lynch, Mayor

WITNESSES:


Name: H.E. MENDHEIM


Name: Peter Jago


Name: H.E. MENDHEIM


Name: Peter Jago

LESSEE:

SUNSHINE GASOLINE DISTRIBUTORS,
INC., a Florida Corporation

By: 
MAXIMO ALVAREZ, President

(Corporate Seal)

By: 
MAXIMO ALVAREZ, Individually

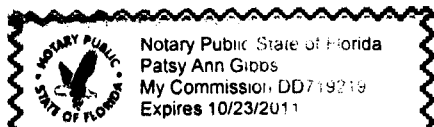
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing was signed and acknowledged before me this 23rd day of August, 2008, by Martine Mantele and Peter G. Lynch, respectively, the Mayor and Town Clerk of the Town of Bay Harbor Islands. They are personally known to me or who have produced _____ and _____ as identification.

WITNESS my hand and seal this 5th day of August, 2008.

Patsy A. Gibbs
Notary Public Patsy A. Gibbs

My commission expires: 10/23/2011



STATE OF FLORIDA
COUNTY OF ~~BROWARD~~ Miami-Dade

The foregoing was signed and acknowledged before me this 23rd day of July, 2008, by Maximo Alvarez, individually and as President of Sunshine Gasoline Distributors, Inc., on behalf of the corporation and by Maximo Alvarez, individually. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and seal this 23rd day of July, 2008.

Michael S. Cummins
Notary Public

My commission expires



ADDENDUM TO AMENDED AND RESTATED LEASE

On August 14, 2000, the Town of Bay Harbor Islands, a Florida municipal corporation ("Lessor") and Sunshine Gasoline Distributors, Inc., a Florida corporation, and Maximo Alvarez (collectively "Lessee") entered into an Amended and Restated Lease (the "Lease") effective March 1, 1994, of Property in Miami, Dade County, Florida, more specifically described in Exhibit "A" of the lease. Now therefore in consideration of the mutual covenants and promises contained herein, the parties agree to amend the Lease as follows:

1. Section 21 is amended to require that Lessee demonstrate coverage for the building on the Property through a policy issued by the Florida Windstorm Underwriting Association or similar insurer with. Lessor named as Loss Payee.
2. Section 22 is amended to require that Lessee shall be required to provide evidence of garagekeepers liability relating to the repair shop operations and evidence of Workers' Compensation coverage for all personnel involved in the gasoline and repair operations.
3. Section 34 of the Lease is amended to require that Lessee maintain and provide evidence of financial responsibility for petroleum storage systems at the Property in a form and manner in compliance with federal and state laws and regulations, kept that limits of \$3 million/incident and \$5 million aggregate shall be provided. Lessor shall be named as an Additional Insured under the policy.
4. Section 35 of the Lease is deleted.

ATTEST:



Name: Marlene Marante, Town Clerk

LESSOR:

TOWN OF BAY HARBOR ISLANDS

By: 

Name: Peter G. Lynch, Mayor

WITNESSES:



Name: H.E. MENDHEIM



Name: H.E. MENDHEIM

LESSEE:

SUNSHINE GASOLINE DISTRIBUTORS,
INC., a Florida Corporation

By: 

MAXIMO ALVAREZ, President

(Corporate Seal)

WITNESSES:

Name: _____

By: _____
MAXIMO ALVAREZ, Individually

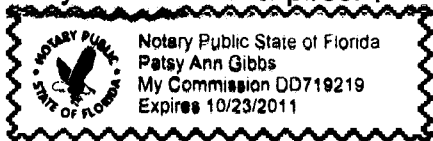
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing was signed and acknowledged before me this 5th day of August, 2008, by Marlene Marante and Peter G. Lynch, respectively, the Mayor and Town Clerk of the Town of Bay Harbor Islands. They are personally known to me or who have produced _____ and _____ as identification.

WITNESS my hand and seal this 5th day of August, 2008.

Patsy A. Gibbs
Notary Public

My commission expires: 10/23/2011



STATE OF FLORIDA
COUNTY OF BROWARD Miami Dade

The foregoing was signed and acknowledged before me this 23rd day of July, 2008, by Maximo Alvarez, individually and as President of Sunshine Gasoline Distributors, Inc., on behalf of the corporation and by Maximo Alvarez, individually. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and seal this 23rd day of July, 2008.

Michael S. Cummins
Notary Public

My commission expires:





SUNSHINE
GASOLINE DISTRIBUTORS, INC.

June 30, 2017

Town of Bay Harbor Islands, Town Hall
Attn: Ronald Wasson, Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, Fl. 33154

Sherman & Sherman, P.A.
Bank of America Building
Attn: Craig B. Sherman
2000 Glades Road, Suite 204
Boca Raton, FL 33431

Dear Mr. Wasson,

Please accept this letter on behalf of Sunshine Gasoline to exercise its option for the Lease dated August 1, 2008 for the gas station located at 1501 Broad Causeway, Bay Harbor, Fl. 33154. This will serve as Sunshine's final extension period. According to our records, the final extension period shall commence on August 1, 2018. Should you have any questions, do not hesitate to contact me at 305-477-5800

Regards,

Sandra Reus
Vice President



AGENDA ITEM REPORT

August 14, 2017

ITEM NUMBER: 21.

ITEM: Discussion requested by Council Member Reid to create a Sustainability & Resiliency Committee. The proposed committee would address task/ objectives from the Environmental Impact & the Disaster Preparedness Committees.

DESCRIPTION:

On June 12, 2017, the Town Council discussed the citizens committee appointments, and added the possibility to combine the Environmental Impact & the Disaster Preparedness Committee in an effort to attract more residents participation. The two combine committee would address all the task/ objectives as one committee.

Council Member Reid has proposed to name the group as the "Sustainability and Resiliency Committee".

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS