NOTE: A request form is available from the Deputy Town Clerk or on the Town's website; please fill it in and return it no later than the "Public Comment" section of the meeting if you would like to address the Town Council. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices at the start of the meeting. Thank you.

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

REGULAR COUNCIL MEETING
AGENDA

May 8, 2024
7:00 PM

STATEMENT OF DECORUM

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

SPECIAL NOTICE

A Regular Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Wednesday, May 8, 2024, at 7:00 p.m.

"In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town's equipment. There is no guarantee that internet service will be reliable or that the Town's equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments."

Zoom Meeting Link: https://us06web.zoom.us/j/89122614603
Meeting ID: 891 2261 4603

To request to speak during Public Comment, please utilize the "raise your hand" Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers below:

US Toll Free Numbers: 877 853 5247 or 888 788 0099
For higher quality, dial a number based on your current location):
US: 1 305 224 1968 or 1 646 558 8656 or 1 301 715 8592

Meeting ID: 891 2261 4603
Participant ID: Press the # key.

To request to speak: Dial *9 on your telephone device to activate the "Raise your Hand" feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at yhamilton@bayharborislands-fl.gov prior to 4:00 p.m. on the day of the meeting.

CALL TO ORDER: At Approximately 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Teacher of the Year - Ruth K. Broad K-8 Center – Silvia Mayorga

2. Rookie Teacher of the Year - Ruth K. Broad K-8 Center – Abigail Nagler

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

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

PUBLIC COMMENT

There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. ***A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council.*** *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:

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

3. Approval of the following Council Meeting Minutes:
   A. November 8, 2023 - Regular Council Meeting

4. **Consideration** and **Approval** of a Resolution ratifying the appointment of Christopher Benjamin as Special Magistrate to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, pursuant to Section 5¾-3 of the Town Code. Enclosed is a copy of the proposed agreement.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE APPOINTMENT OF CHRISTOPHER BENJAMIN, ESQ. OF INTERNATIONAL LAW PARTNERS, LLP AS SPECIAL MAGISTRATE TO CONDUCT ADMINISTRATIVE HEARINGS ON CODE VIOLATIONS FOR THE TOWN OF BAY HARBOR ISLANDS, PURSUANT TO ENFORCEMENT PROCEDURES SET FORTH IN SECTION 5 ¾-3 OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

5. **Consideration** and **Approval** of a resolution approving a contract with Florida Drawbridge Inc. for a term of five (5) years, under the piggyback purchasing provisions, pursuant to Section 2-1.2(6) of the Town Code, for "drawbridge" repairs & maintenance services for the Broad Causeway drawbridge. Enclosed are the draft resolution and supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A CONTRACT WITH DRAWBRIDGE, INC. FOR DRAWBRIDGE REPAIRS AND MAINTENANCE SERVICES FOR THE BROAD CAUSEWAY DRAWBRIDGE, UNDER THE PIGGYBACK PURCHASING PROVISIONS PURSUANT TO SECTION 2-1.2(6) OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

6. **Consideration** and **Approval** of a Resolution for the Fifth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to August 31, 2024, for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed are the proposed resolution and the Lease Extension agreement.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, PROVIDING FOR THE APPROVAL OF THE FIFTH LEASE EXTENSION AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND SUNSHINE GASOLINE DISTRIBUTORS, INC., A FLORIDA CORPORATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

7. **Consideration** and **Approval** of a Resolution authorizing the expenditure of $30,000 to upgrade surveillance cameras throughout the Town and upgrade of the server to accommodate the additional data. The equipment and service will be obtained in accordance with the Town's procurement regulations. Sponsored by Council Member Stephanie Bruder.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, AUTHORIZING THE EXPENDITURE OF $30,000 FOR UPGRADE OF SURVEILLANCE CAMERAS THROUGHOUT THE TOWN AND UPGRADE OF THE SERVICE TO ACCOMMODATE THE

ADDITIONAL DATA; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

8. **Consideration** and **Approval** of a Memorandum of Agreement between the Town of Bay Harbor Islands, Florida Department of Transportation, and the Florida State Historic Preservation Officer regarding the Broad Causeway Bridge (FDOT Bridge No. 875101) replacement undertaking in substantially the form attached hereto as Exhibit A. Enclosed is the draft MOA.

9. **Consideration** and **Approval** of a resolution approving a contract with Samsara for a term of five (5) years, in the amount of $24,043.50, for the purchase of an Automatic Vehicle Locating Service (AVL) to service 50 Town-owned vehicles, under the piggyback purchasing provisions, pursuant to Section 2-1.2(6) of the Town Code. Enclosed are the draft resolution and supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A CONTRACT IN THE AMOUNT OF $24,043.50 WITH SAMSARA FOR A TERM OF FIVE (5) YEARS FOR THE PURCHASE OF AN AUTOMATIC VEHICLE LOCATING SERVICE FOR TOWN VEHICLES, UNDER THE PIGGYBACK PURCHASE PROVISION PURSUANT TO SECTION 2-1.2(6) OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion **POLL VOTE**

PUBLIC HEARING

10. **Consideration** and **Approval** of a request for a revision of a new commercial mixed use building for "1177 Bay Harbor Islands, LLC" located at 1177 Kane Concourse, Lots 5-8 / Block 21 & Lots 6-14/ Block 21. A site development plan for the new commercial property was approved by the Planning & Zoning Board on August 20, 2019. The owner is requesting an increase from 54 dwelling units to 66 units. Also, they are submitting the east facade for review and approval. The Town's DRB reviewed & approved the 2024 Revisions by a 6-0 vote on 4/16/24, subject to the Town Planner's and staff's conditions. However, the Board strongly felt the 2023 east building facade design (score line rectilinear pattern) was preferable to the applicant's proposed 2024 design (paint). Enclosed are supporting documents.

STAFF RECOMMENDATION: Council's Discretion **POLL VOTE**

11. **Discussion** for the purpose of hearing public comments with respect to an application for variances from Sections 23-12(6)(a)(iii), 23-12(6)(a)(v) and 23-12(8) of the Town Code for the construction of a linear dock that will extend 46 feet from the seawall cap, where the Code requires a maximum extension of 25 feet. The application for a variance is being requested by property owner Brett Reizen for the property located at 9424 West Broadview Drive, Lot 82 and West 11.85 feet of Lot 83, Block 23, Bay Harbor Islands, Florida. Enclosed are the variance application and other supporting documents.

12. **Approval** or **Denial** of a variance request for the property located at 9424 West Broadview Drive. In accordance with Section 2-22 of the Town Code, the Town Council shall determine whether to grant or deny the application for a variance. An affirmative vote of five (5) Council Members are necessary in order to grant the variance request. The decision of the Town Council is final. If the request is granted, the decision of the Town Council shall be recorded in a resolution to be prepared by the Town Attorney. It should be noted that any approval of the Town Council is subject to other requirements of the Town Code,

Miami-Dade County Code, Florida Building Code, FEMA or any other applicable governing agency. Enclosed are supporting documents.

STAFF RECOMMENDATION: Council's Discretion **POLL VOTE**

ORDINANCES ON SECOND READING:

13. **Consideration** and **Approval** of an ordinance on Second Reading pertaining to nuisances of construction activities, amending Section 12-26 of the Town Code regarding the arrival and departure of construction workers, vehicles, equipment, and materials on job sites. Enclosed is a copy of the proposed ordinance. Sponsored by Council Member Robert Yaffe and Council Member Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO NUISANCES OF CONSTRUCTION ACTIVITIES; AMENDING ARTICLE II OF CHAPTER 12 ENTITLED NOISE; AMENDING SECTION 12-26 ENTITLED PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; AMENDING SECTION 12-27 ENTITLED PENALTIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion **POLL VOTE**

14. **Consideration** and **Approval** of an ordinance on Second Reading amending Section 5-5(f) and (k) of the Town Code regarding temporary construction fences. Sponsored by Council Member Stephanie Bruder. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 5 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "BUILDING AND CONSTRUCTION" BY REVISING SECTION 5-5(f) and (k) PERTAINING TO "TEMPORARY CONSTRUCTION FENCES" PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion **POLL VOTE**

ORDINANCES ON FIRST READING:

15. **Consideration** and **Approval** of an ordinance on First Reading amending Section 23-33 of the Town Code relating to loading zone regulations. Sponsored by Council Member Stephanie Bruder. Enclosed is the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO OFF-STREET LOADING; AMENDING CHAPTER 23, ARTICLE II, SECTION 23-33 RETITLING FROM RESERVED TO OFF-STREET LOADING ZONE PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND

REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion **POLL VOTE**

16. **Consideration** and **Approval** of an ordinance on First Reading amending Section 5-2.2 of the Town Code pertaining to responsibility for payment of cost related to pre-construction survey and/or seismic monitoring required on neighboring properties within 300 feet of a construction site, in accordance with subsection Section 5-2.2(1). Sponsored by Vice Mayor Isaac Salver. Enclosed is the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-5.2 CONSTRUCTION SITE MONITORING PERTAINING TO PAYMENT FOR PRE-CONSTRUCTION SURVEY AND/OR SEISMIC MONITORING, BY ADDING A NEW SUBSECTION D AND RENUMBERING SUBSECTION D AS SUBSECTION E, AND REVISING SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion **POLL VOTE**

17. **Consideration** and **Approval** of an ordinance on First Reading amending Section 23-12 of the Town Code entitled "General Provisions" by revising Section 23-12(26) to add padel ball to the outdoor recreational game court facilities allowed in the Town, modifying fencing regulations and providing for noise mitigation to accommodate this sport. Sponsored by Mayor Fuller. Enclosed is the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE BY AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS; AMENDING SECTION 23-12(26) RELATED TO OUTDOOR RECREATIONAL GAME COURT FACILITIES TO CLARIFY AND EXPAND THE TYPES OF GAME COURT FACILITIES ALLOWED AND TO MODIFY FENCING ALLOWANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion **POLL VOTE**

DEFERRED ITEMS:

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

18. **Discussion** and **Possible** action regarding a concept for a new Town Hall and Parking Facility. Sponsored by Council Member Stephanie Bruder.

19. **Consideration** and **Approval** of a member to the Mitigation Committee.

DISCUSSION ITEMS:

20. **Discussion** regarding Miami-Dade County's pending ordinance on scooters and electric bikes. Sponsored by Council Member Eric Rappaport.

21. **Discussion** and **Possible** action relating to the Town Manager's resignation tendered on April 8, 2024. Sponsored by Council Member Isaac Salver.

ADJOURNMENT: Approximately 10:00 p.m.

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

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 1.

ITEM: Teacher of the Year - Ruth K. Broad K-8 Center – Silvia Mayorga

DESCRIPTION:

Silvia Mayorga is a proud Nicaraguan who with her family crossed the Rio Grande to escape communism in search of the American dream. She arrived to the United States in the 80s as a shy 11 year who barely spoke English. She's a proud graduate of Miami Jackson Senior High (Go Generals!) where she developed a passion for drafting and community service. In high school she volunteered in Saturday school to help her own at risk peers in basic math through drafting. In her community, Silvia and her neighbors created the "Vecinos En Accion" organization where together with the Annie E Casey foundation obtained and 3-million-dollar grant to bring programs and resources to the Jose Marti area of Little Havana. Silvia's focus was teenage pregnancy and at-risk youth. Her involvement in community service through high school earned her a nomination to the Silver Knight Awards and was an Honorable Mention winner in the area of Vocational Technical. This passion earned her and Upward Bound scholarship to attend college and major in engineering. However, while in college she developed a love for educational psychology and changed majors. Her parents were not happy but to this day (putting salary aside) Silvia does not regret changing majors. She graduated from Florida International University and immediately started teaching.

Silvia began her teaching career in her own neighborhood of Allapattah as a 3100 second grade TEAM teacher at Lenora B. Smith Elementary. She immediately immersed herself in the community and her students' lives and was offered a full-time position. She was looped with her second graders and continued to teach the TEAM classes. That year she won Rookie Teacher of the Year. In her years at Lenora B. Smith, Silvia was involved in a before and after school tutoring program, Saturday academy, summer school, curriculum development, PD Liason and various mentoring programs. Silvia also served as grade level chair for 5th grade, ESE department liaison, Middle school liaison (to the neighboring middle school – Allapatah Middle), and Science Coach.

After 6 years at Lenora B. Smith Elementary, Silvia joined the Bobcat family as a 3rd grade inclusion teacher. Soon administration realized that her rigor and knowledge of science could be better used in our middle school opening up the following year. Silvia has been working in our middle school as a 6th and 7th grade science teacher and 6th - 8th grade drama teacher for 15 years. She has been the science fair chair for the past 10 years and under her guidance and support many of our students have successfully represented our school in regional and state competitions. Our middle schoolers have even earned awards in state science fair competitions, even though it is rare for middle schoolers to place because they compete against high school students. Together with other teachers, Silvia has also taken students to the University of Florida Junior Science Symposium where our students were the first middle schoolers invited. Silvia is also a Nationally Trained Professional Learning Community Facilitator and presented Research Based Action Plan for 6 years in the annual Ready School Conference.

In our middle school, Silvia works with all exceptionalities and levels of middle schoolers (ESE, ESOL, Gifted and General Population). Silvia may not seem like the most loving person, but when it comes to her students (specially her ESE students) she's very caring and works hard at

making them feel loved, appreciated, and heard. She advocates for her ESE students and becomes their ambassador. She considers herself a rigorous but fair teacher. She believes that every student learns differently and at a different pace and that is why she loves to differentiate her instructions and loves to expose her students to various teaching styles and methods.
With her strong foundation and knowledge, her students have earned acceptance to prestigious magnet schools such as MAST Key Biscayne, MAST @ FIU, TERRA, New World School of the Arts, and various highly respected private high schools. She still stays in touch with many of her past students and celebrates personal and professional success with them.

Silvia is an active member of the Broad Bussel Foundation Committee where she and other teachers provide grants to fund programs in our school. She continues her work with the Broad Bussel Foundation outside of school, as a member of the The Women's Fund Miami-Dade grant committee. Through this committee the Women's Fund and Broad Bussel Foundation provide funding to various women led organizations throughout different communities in need t Miami-Dade County.
Silvia has been happily married to her high school sweetheart Manny, for 22 years. Together they have 2 sons, Jason, and Justin. Both proud Bobcat babies. Jason is currently in college majoring in Finance and Justin is a freshman in high school. Silvia loves to spend time with her family and friends. She's a passionate cook and baker and loves to dance. She adores her parents and hopes to continue providing for them and they have provided for her.
Silvia believes that it does take a village to educate and raise a child. She credits her family, friends, and colleagues (past and present) for playing a vital role is her career and helping in the education of her own children.
Although this is beyond any of Silvia's expectations, she is humbly honored and accepts this nomination by the Nominating Committee for "Teacher of the Year".

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
There is no financial impact.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS
None

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 2.

ITEM: Rookie Teacher of the Year - Ruth K. Broad K-8 Center – Abigail Nagler

DESCRIPTION:
Mrs. Abigail Nagler grew up in Potomac, Maryland, about 30 minutes from our nation's capital. She comes from a family of lawyers; however, working with kids was her calling from a young age. Accordingly, after graduating from Barnard College with a Bachelor of Arts degree in Psychology, Mrs. Nagler pursued a Master of Science degree in Education in School Counseling from Hunter College. She envisioned herself providing students with social, emotional, and academic support.

After completing graduate school, finding a counseling job in New York City was a challenge due to the limited availability of positions. At the same time, Mrs. Nagler yearned to be in the warmth of the Miami sun. Mrs. Nagler accepted the first job she was offered, at a private school in Miami Beach, and packed away her winter coat. While not what she set out to do, Mrs. Nagler entered a first-grade classroom as a teacher with great excitement about this unexpected opportunity. Mrs. Nagler remained in the classroom for the next 12 years, teaching first grade, fourth grade, and mainly fifth grade. Teaching and learning from her students, and forging relationships with them and their families, brought Mrs. Nagler great fulfillment. In taking a holistic approach to her students, she served as a counselor for them, at times. Nevertheless, Mrs. Nagler's desire to be a School Counselor, exclusively, remained.

Three summers ago, years after receiving her master's degree, the stars aligned. Mrs. Nagler connected with Mr. Saperstein about a School Counselor position at Ruth K. Broad and then, a year later, she found herself in that position. Mrs. Nagler is extremely grateful that Mr. Saperstein, Mr. Sosa, Mrs. Profeta, and Mrs. Cuenca took a chance on her. Every day, Mrs. Nagler comes into work eager to help students, colleagues, and parents; her daily goal is to provide comfort, reassurance, relief, guidance, and/or a listening ear to whoever is in need.

When it comes to our students, Mrs. Nagler helps them navigate personal, family, peer, and/or academic issues. Our students face a variety of challenges that are typical, and atypical, of today's adolescents. Mrs. Nagler appreciates the opportunity, granted by her role, to equip students with tools to face their reality and build resilience and confidence. She also strives to support our teachers by helping our students. Mrs. Nagler wants to enable our teachers to focus on maintaining a positive classroom environment, conducive to learning. Knowing teachers have a lot to manage, she works to ease their days by working with students and communicating with parents. Happy and healthy students – and teachers – lead to academic and social-emotional progress and success.

Another significant part of Mrs. Nagler's job is facilitating and managing the Peer Counseling elective. She places 7th and 8th grade students in the main office, lower elementary classrooms, and alongside middle school teachers. Stemming from her teaching experience, Mrs. Nagler appreciates the value of having an extra set of competent hands. She feels fortunate to be in the position to help our hard-working staff and teachers. She also finds joy in leading a class where students can learn and/or hone important life skills, such as communication, responsibility, being

proactive, and following instructions.

Other responsibilities Mrs. Nagler maintains include leading student workshops, facilitating parent workshops, bringing in relevant, engaging speakers for our students, spearheading the "Values Matter Miami" and "No Place for Hate" initiatives, and organizing a Magnet Fair for our 8th graders. While different tasks, they all have one underlying purpose: to enlighten, to strengthen, and to empower our school community and its stakeholders. Mrs. Nagler considers it rewarding to be in a position where she can work to achieve that end.

Mrs. Nagler appreciates being nominated as Rookie Teacher of the Year. Above and beyond that, she thanks our administration, faculty, and staff for entrusting her as one of your School Counselors. Working with all of you to support our students, their families, and each other is an honor that adds tremendous meaning to Mrs. Nagler's days.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
There is no financial impact.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS
None

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 3.

ITEM: Approval of the following Council Meeting Minutes:
A. November 8, 2023 - Regular Council Meeting

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
There is no financial impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS
None

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 4.

ITEM: Consideration and **Approval** of a Resolution ratifying the appointment of Christopher Benjamin as Special Magistrate to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, pursuant to Section 5¾-3 of the Town Code. Enclosed is a copy of the proposed agreement.

DESCRIPTION:
On April 10, 2023, Christopher Benjamin, Esq. of International Law Partners, LLP, was appointed by the Town Manager as the Special Magistrate. Pursuant to Section 5 ¾-3 of the Town Code, the Town Manager is responsible for appointing a Special Magistrate for a term of one year, subject to ratification by the Town Council.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
The adopted budget for FY 2023-24 includes $7,000 for the Special Magistrate fees under Professional Services in the Code Enforcement Department. The remaining balance as of 05-02-2024 is $5,020.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Professional Services		General Fund	001.5245.400031.000		$7,000

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - Special Magistrate Benjamin - Reappointment
2.	Special Magistrate Agreement
3.	Sec._5__3.___Appointment_and_qualifications_of_special_magistrates__terms_of_office__c

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE APPOINTMENT OF CHRISTOPHER BENJAMIN, ESQ. OF INTERNATIONAL LAW PARTNERS, LLP AS SPECIAL MAGISTRATE TO CONDUCT ADMINISTRATIVE HEARINGS ON CODE VIOLATIONS FOR THE TOWN OF BAY HARBOR ISLANDS, PURSUANT TO ENFORCEMENT PROCEDURES SET FORTH IN SECTION 5 ¾-3 OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

WHEREAS, on April 10, 2023, the Town of Bay Harbor Islands engaged the services of Christopher Benjamin, Esq. with International Law Partners, LLP as Special Magistrate to conduct administrative hearing on Code violations, pursuant to Section 53/4-3 of the Town Code; and

WHEREAS, in accordance with Section 5¾-4, the Special Magistrate shall be appointed for a term of one year, subject to ratification by the Town Council.

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

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

Section 2. Ratification. The Town Council hereby ratifies the appointment of Christopher Benjamin, Esq. of International Law Partners, LLP as Special Magistrate to continue serving as Special Magistrate to the Town to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, Florida; pursuant to the enforcement procedures set forth in Section 5¾ of the Town Code. The Manager is authorized to enter into an agreement in substantially the form as that attached hereto as Exhibit A.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 8th day of May 2024.

_____

JOSHUA FULLER
MAYOR

ATTEST:

_____
YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

ATTORNEY-CLIENT FEE CONTRACT

This document (the "Agreement") is the written fee contract between International Law Partners, LLP ("Counsel") and Town of Bay Harbor Islands ("Client").

1. CONDITIONS. This Agreement will take effect when both parties have signed this agreement.

2. SCOPE OF SERVICES. The Client is hiring Counsel, as a Special Magistrate representing the Town of Bay Harbor Islands, in connection with conducting hearings concerning code enforcement violations within the Town, per the Town's Code of Ordinances.

3. PROFESSIONAL FEES. The Client understands and agrees that charges for professional services rendered will be at a rate of $165.00 per hour, for a minimum of three hours for each hearing. It is understood that Christopher E. Benjamin, Esq, of International Law Partners, LLP is the responsible attorney.

4. FEE RETAINER. A fee retainer in the amount of $0.00 is required in this case.

5. BILLING STATEMENTS. Periodic statements will be sent for fees and approved costs incurred. Each statement will be due within 30 days of its date.

6. DISCHARGE AND WITHDRAWAL. The Client may discharge the law firm at any time. The law firm may withdraw with the Client's consent or for good cause. Good cause includes a breach of this Agreement, the Client's refusal to cooperate with the law firm or to follow advice on a material matter or any fact or circumstance that would render the law firm's continuing representation unlawful or unethical. At the conclusion of all services, all unpaid charges will immediately become due and payable. After the services conclude, the law firm will, upon your request, deliver a file to you, along with any funds or property of yours in the law firm's possession.

The foregoing terms are understood and accepted.

INTERNATIONAL LAW PARTNERS, LLP

Date: _____ By: _____
CHRISTOPHER E. BENJAMIN

TOWN OF BAY HARBOR ISLANDS

Date: _____ By: _____
Town Manager,

Attest:

_____
Yvonne P. Hamilton, CMC
Town Clerk

Sec. 5¾-3. Appointment and qualifications of special magistrates; terms of office; compensation.

(a) *Appointment.* Appointments of special magistrates shall be made by the town manager subject to the ratification by the town council.

(b) *Qualifications.* Special magistrates shall have experience or demonstrate an interest in code enforcement and shall possess outstanding reputations for civic pride, integrity, responsibility and business or professional ability.

(c) *Term of office.* Special magistrates shall be appointed for a term of one year and may be reappointed at the discretion of the town manager, subject to ratification by the town council.

(d) *Compensation*. Special magistrates shall not be town employees, but may be compensated at a rate to be determined by administrative order of the town manager.

(Ord. No. 894, § 2, 12-14-09)

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 5.

ITEM: Consideration and **Approval** of a resolution approving a contract with Florida Drawbridge Inc. for a term of five (5) years, under the piggyback purchasing provisions, pursuant to Section 2-1.2(6) of the Town Code, for "drawbridge" repairs & maintenance services for the Broad Causeway drawbridge. Enclosed are the draft resolution and supporting documents.

DESCRIPTION:
The Town is in need of specialized drawbridge repairs and maintenance services for the Broad Causeway bridge on an as-needed basis. The Town wishes to use and piggy-back off the current contract that Florida Drawbridges, Inc. has with the Martin County Board of County Commissioners to meet this need. The contract was issued on September 13, 2022, for three (3) years with two (2) 1-year renewal options, not to exceed 5 years.

RECOMMENDED ACTION:
Accept

FINANCIAL ANALYSIS:
Since this is an agreement for Job Order Maintenance Tasks, there will be several tasks for specialized drawbridge repairs and maintenance services for the Broad Causeway drawbridge as needed and each with a different general ledger within repair & maintenance accounts. Costs will be determined as each individualized task is ordered. The Fiscal Year 2023-2024 Budget includes $670,000 for bridge maintenance services.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Other Contractual Services		Causeway Fund Account	401.5415.400034.000		$670,000

Submitted By: Rodney Carrero-Santana, Town Engineer
Rodney Carrero-Santana, Town Engineer

ATTACHMENTS

1.	Resolution - Florida Drawbridge Inc - Broad Causeway Drawbridge Repairs
2.	Executed Contract Martin County

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A CONTRACT WITH DRAWBRIDGE, INC. FOR DRAWBRIDGE REPAIRS AND MAINTENANCE SERVICES FOR THE BROAD CAUSEWAY DRAWBRIDGE, UNDER THE PIGGYBACK PURCHASING PROVISIONS PURSUANT TO SECTION 2-1.2(6) OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2-1.2(6) of the Town of Bay Harbor Islands Code of Ordinances, whenever advantageous to the Town, the Town may utilize bids that have been awarded or under contract by the state, county, or other governmental agencies; and

WHEREAS, Florida Drawbridges, Inc. has an existing contract with the Martin County Board of County Commissioners; and

WHEREAS, the Town Council finds it is in the Town's best interest to piggyback off of the contract between the Martin County Board of County Commissioners and Florida Drawbridges, Inc. for drawbridge repair and maintenance services as needed; and

WHEREAS, the Town Council finds it is advantageous to the Town and in the best interest, health, and welfare of the community to approve the piggyback contract specified above in substantially the form attached hereto as "Exhibit 1".

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

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

Section 2. The Town Council hereby authorizes the Town Manager to utilize the piggyback contract between the Martin County Board of County Commissioners and Florida Drawbridges, Inc. for drawbridge repair and maintenance services as outlined herein.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 8th day of May 2024**.**

MAYOR

ATTEST:

YVONNE P. HAMILTON
TOWN CLERK

APPROVED AS TO FORM:

GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.

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AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this 13th day of September in the year, 2022, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Florida Drawbridges, Inc. 1901 E. Atlantic Blvd. Pompano Beach, FL 33060
Contract Name:	Drawbridge Repair & Maintenance
Contract Number:	RFB2022-3435
Contract Term:	Three (3) years plus two (2) 1-year renewal options (Not to exceed 5 years)
Not to Exceed Amount:	$900,000.00

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. Assignment/Subcontracting. The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. Termination.

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases.

7.1 The County may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

a. The volatility is due to causes wholly beyond the successful bidder's control.

b. The volatility affects the marketplace or industry, not just the particular successful bidder source of supply.

c. The effect on pricing or availability of supply is substantial.

d. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

7.2 Any adjustment would require irrefutable evidence and written approval by the Purchasing Manager.

7.3 If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the County and the awardee, the awardee shall provide the Purchasing Manager with written justification to continue the pricing adjustment. If awardee does not provide the quarterly update, pricing shall revert back to the original pricing submitted by the awardee.

7.4 COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

8. Permit/ Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1 Keep and maintain public records required by the County to perform the Agreement.

9.1.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4 Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability $100,000 each accident, $100,000 each Disease/Employee and $500,000 each Disease/Maximum.

c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "**Any Auto**" (owned, hired and non-owned) for a minimum of $1,000,000 Combined Single Limit.

d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A **per project** limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurrence -	$1,000,000
Personal/Advertising Injury -	$1,000,000
Products/Completed Operations Aggregate -	$2,000,000
General Aggregate -	$2,000,000
Fire Damage -	$100,000 and 1 fire
Medical Expense -	$10,000 any 1 person

e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the

CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars ($10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

e. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.

f. Contractor's Certificate of Insurance required in the Request for Bid;
g. Contractor's response to the RFB or soliciting document.

17. Dispute Resolution.

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

18. Confidential Information.

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the

statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law**.**

19. **E-Verify.** In compliance with Section 448.095, Fla. Stat., the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The COUNTY, the CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this Article shall terminate the contract with the person or entity.

c. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of Article 32, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of Article 32 is not a breach of contract and may not be considered such.

e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Article 18 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Article 18.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

James Gorton
Public Works Director

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

Don G. Donaldson, P.E.
County Administrator

FLORIDA DRAWBRIDGES, INC.

Laura Porter
CEO
9-14-22

APPROVED AS TO FORM & LEGAL SUFFICIENCY

Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

Preventive maintenance and repair services for Martin County on the Hobe Sound Drawbridge. The Contractor shall furnish all management, supervision and labor personnel, equipment, and materials as necessary to provide complete maintenance services. It is anticipated that additional bridge work and/or sites may be added or deleted during the term of the agreement. Bridge tending services are not required under this Contract.

The Hobe Sound Drawbridge, bridge number 890107 is located at 9825 SE Bridge Road, Hobe Sound, Florida, mile 996, Atlantic Intracoastal Waterway.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

CONTRACT ADMINISTRATION

The Contractor is expected to have on staff and/or retain the necessary experts to be able to properly manage the preventative maintenance and repairs of the designated bridges and navigational guidance systems. The Contractor is required to schedule all maintenance activities in order to always meet the required level of service described herein. All services performed shall comply with all local, state and federal laws, ordinances, codes, rules, orders and regulations relating to the performance of the service. Services must be accomplished by using professional methods in compliance with standards of the trade.

The Contractor's employees shall be properly trained, qualified and experienced movable bridge maintenance personnel and be well versed in movable bridge maintenance and repair. These guidelines are not intended to be all-inclusive but a guide to describe the level of service expected by Martin County.

The Contractor shall provide for monthly meetings with the Contractor's Project Manager, as requested by the County, to review the recent electrical and mechanical preventative maintenance, inspection results, malfunction repair reports, and other related bridge matters. On site meetings will also be required upon request by the County or Contractor.

A. Personnel

The Contractor will maintain a roster of qualified employees to serve this contract. The Contractor’s employees shall be trained and qualified for the work they are performing in compliance with the most current edition of the Florida Department of Transportation (FDOT) standards and the most current edition of the American Association of State Highway and Transportation Officials (AASHTO) Movable Bridge Inspection, Evaluation, and Maintenance Manual. The employees of the Contractor and its Subcontractors shall be properly uniformed with identification of Contractor’s name. The Contractor’s employees shall be neat in appearance, clean, courteous, sober, and competent in skills. All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor under his direction and not an employee or agent of Martin County. Martin County requires the Contractor to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued service involvement is not in the best interest of the County.

Whenever the County's Project Manager or his/her designated representative, determines that any person employed by the Contractor is incompetent, intemperate, disorderly or insubordinate, such person shall, upon notice, be discharged from the duties associated with this contract, and will not serve this contract again, except with the written consent of the Public Works Administrator (or Public Works Department Director). Examples of unacceptable behavior include sleeping, consumption of alcoholic drinks, smoking inside the bridge house or mechanical areas, discourteous or unprofessional language in person over the radio or telephone, ineptitude, or other inappropriate behavior. Should the Contractor fail to remove such persons, the County may withhold all invoices until such issues are resolved.

The Contractor will provide the Project Manager, Electricians, Mechanics, Hydraulic Technicians and Plumbers (Collectively referred to as tradespersons) with mobile phones; they will be required to respond, via telephone, within 15 (fifteen) minutes of being notified 24 hours a day/7 days a week. Should their services be needed, the Project Manager and tradespersons are required to respond to the bridge site within one half (½) hour following notification, prepared with the necessary equipment, materials, and supplies to repair the bridge in a timely and efficient manner.

The Contractor will provide sufficient number of tradespersons necessary to perform preventative maintenance and emergency repairs on the bridge covered by this contract.

The Contractor is required to provide at least one (1) welder to perform preventative maintenance and emergency repairs, including deck welding, on the bridge covered by this contract. Welders must have the certification by a Welder testing organization for the type of welding required.

For bidding purposes, Project Manager, Electricians, Mechanics, Hydraulic Technicians, Welders and Plumbers are categorized as skilled tradespersons.

For bidding purposes, Helpers for Electricians, Mechanics, Hydraulic Technicians, Welders and Plumbers are categorized as semi-skilled helpers serving as assistants to journeymen tradespersons.

The Contractor shall provide a competent Project Manager to administer this contract with at least 5 years of experience in movable bridge maintenance. The Contractor will provide this individual with a mobile phone so that he or she will be available twenty-four (24) hours a day seven (7) days a week for immediate contact by the County. This individual shall respond via telephone within 15 minutes of being notified. This employee will be the County's contact person for day-to-day operators and emergency situations. The County's Project Manager shall be kept advised at all times as to the identification and means of contacting the Contractor's Project Manager. This person shall have the authority to take immediate action to correct conditions determined by the County to be unsafe or which fail to comply with this contract.

The Project Manager will be knowledgeable of movable bridges and the various bridge operations, maintenance and repair techniques. This individual will have the ability to plan, organize, troubleshoot, set priorities and coordinate work assignments. He or she will also have the ability to manage bridge work crews and inspect work accomplished to ensure the outcome is in compliance with county, state and federal standards. This individual shall also maintain and keep current a monthly tracking of all maintenance and repairs to the contracted bridge.

B. Bridgetender Classroom Training

As part of the monthly Contract Administration cost bid by the Contractor, the Contractor shall furnish one (1) class per contract year for re-certification and continuing education of Bridgetenders employed by Martin County. The Contractor shall also furnish classes on an as needed basis for new Bridgetenders employed by Martin County. The classes shall be held at a Martin County furnished facility unless a third-party location is mutually agreed upon. Martin County shall have the final say on the scheduling of class location, date and time. The new Bridgetender certifications as well as re-certification and continuing education shall consist of 8 hours of classroom training in compliance with all state, U.S. Coast Guard and federal rules, requirements and regulations. Should any bridgetenders be unable to attend the annual training, the Contractor shall provide alternative training at a different facility. The Contractor shall furnish written certification for each Bridgetender successfully completing the training. The County will provide new Bridgetenders with additional on-the-job training hours on the Hobe Sound Drawbridge to complete the training.

New Bridgetender training, Bridgetender re-certification and continuing education training shall cover at a minimum, the following;

1. Orientation
2. Requirements of the "Bridgetender Manual"
3. Administration Procedures
4. U.S. Coast Guard Regulations
5. Forms and Bridge Logs
6. Emergencies (Civil Disturbances, Hurricanes, Emergency Vehicles)
7. Safe Operational Procedures
8. Accident Reporting Procedures
9. Courtesy and Professionalism
10. Drug Free Workplace
11. Workplace Safety
12. Written Exam

C. Complaints

The Contractor shall notify the County's Project Manager, in writing, of all complaints filed by the public, the U.S. Coast Guard, other Government entities, or the County concerning the conduct of employees or the operation of the bridge. Should complaints be made directly to the Contractor, the Contractor shall make the County aware of and provide the County with copies of any and all paperwork associated with these complaints.

D. Payment Procedures

Payment will be made following the approval of a detailed invoice.

All appropriate forms for documenting preventative maintenance procedures are to be submitted to the County at the end of each month with the monthly invoice. No invoice will be processed until all forms have been satisfactorily completed and the Contractor has taken the appropriate corrective action for any and all deficiencies discovered.

The invoice to be used shall be typewritten on a Contractor's letterhead and shall identify the work performed, parts used, location of work completed, contract number, work order number, dates/times and start/completion. The invoice shall list each and every item, with charges for each item as is applicable for the service of the billing.

The Contractor shall provide a statement with each invoice to the County, which certifies that the Contractor has disbursed to all subcontractors, laborers, and suppliers having an interest in the contract, their pro-rate share of the payment, out of a previous payment received by the Contractor for all work completed and material furnished in the previous period. This certification shall be in the form designated by the County. The County shall not make any payment after the initial payment until the Contractor furnishes the said certification, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to the County and the affected subcontractors, laborers, and suppliers.

E. Forms / Documentation

The Contractor will be responsible for supplying of all forms needed by the Contractors staff during the length of the contract. Blank forms as needed by the Contractor's staff shall be included in the Contractor's monthly unit cost for each bridge. The County utilizes an electronic Report of Drawbridge Openings. Bridgetenders normally make handwritten records which are entered into the computer after the opening. All necessary forms shall be submitted monthly or as directed by the County. The Contractor shall not make any changes to these forms. Martin County may make revisions to the forms during the term of the agreement. The Contractor shall be responsible to use the current form available from Martin County. The forms listed below are available from Martin County for reproduction by the contractor and have been included in Exhibit A Bridge Maintenance Forms.

1. BRIDGETENDER'S REPORT OF UNNECESSARY BRIDGE OPENING AND/OR 1. UNAUTHORIZED APPROACH OF VESSEL: The bridgetender uses this form to document vessels requesting openings to accommodate outriggers or antennas, or to report vessels that are approaching the bridge in an unsafe manner.

2. VEHICLE TRAFFIC ACCIDENT ON BRIDGE: This form serves to record all vehicular accidents on the bridge. Please note on the report the responding agency's case number.

3. BRIDGETENDER SUPERVISOR INSPECTION FORM: Used weekly to monitor overall bridge conditions to ensure high standards are maintained.

4. MONTHLY EQUIPMENT CHECK LIST: On a monthly basis, the bridgetender supervisor will inspect the bridge house to determine that all required equipment and supplies are in stock or are in working order and good condition.

5. BRIDGE MAINTENANCE LOG: Documents the date, time and assignment for any repair or maintenance crew serving the bridge. This will record for future reference when various repairs and maintenance work was performed. The bridge maintenance log shall be completed in detail and legible.

6. TELEPHONE LOG: Documents all incoming and outgoing phone calls made to or from the bridge.

7. BIANNUAL EMERGENCY GENERATOR CHECK LIST: Allows maintenance personnel to document maintenance procedures to the bridge's auxiliary emergency generators.

8. BRIDGETENDER'S COMMENT LOG: Allows bridgetenders on each shift to note problems, incidents or malfunctions.

9. DRAWBRIDGE MALFUNCTIONS REPORT: The bridgetender and the Contractor repairman responding to make emergency bridge repairs fill out this form jointly. The bridgetender fills out the top half of the form, describing the type of problem the bridgetender is having and the date and time the malfunction occurred. The bottom half of the form is filled out by the responding electrician or repairman, who notes the kind of repair that was made. It is important for the bridgetender to keep track of the amount of time the bridge was down to either marine or vehicular traffic. Managers within the County use these reports to track the amount of down time for the bridge in a given period of time. It is imperative that this form is completely and accurately filled out each time the operation of the bridge is interrupted due to electrical or mechanical failure.

10. REPORT OF BRIDGE ACCIDENT CAUSED BY WATER-BORNE TRAFFIC: This three-page report documents any mishaps or accidents involving the bridge structure and marine vessels.

11. BRIDGE INFORMATION: The County shall maintain a list of emergency phone numbers for police, fire, and rescue agencies and keep said list updated and posted in the bridge house. As a matter of consideration, it is also recommended that other public service agencies, such as mass transit, be kept informed when the bridge is closed to vehicular traffic due to electrical/mechanical malfunctions.

12. BRIDGETENDER SAFETY EQUIPMENT CHECKLIST: Used by the Contractor's employees to confirm the appropriate safety equipment is on the bridge and ensure that it is in good working order.

13. REPORT OF DRAWBRIDGE OPENINGS: The primary bridge documentation report, this form is used to log the date, time, direction, weather conditions and name of every vessel accommodated by the bridge.

14. ELECTRICAL COMPONENTS: A checklist for electricians performing routine preventative maintenance procedures.

15. MECHANICAL COMPONENTS: A checklist for mechanics performing routine preventative maintenance procedures.

16. BRIDGE VISITORS LOG: Logs all persons, other than bridgetenders, who visit the bridge (No one is allowed on the bridge without prior County authorization).

17. NAVIGATIONAL GUIDANCE SYSTEM INSPECTION: A checklist for electricians and technicians performing inspection and maintenance service on navigational lights and clearance gauges.

The following forms shall be furnished by the Contractor for use by the Contractor's employees: 5. Bridge Maintenance Log, 7. Biannual Emergency Generator Check List, 9. Drawbridge Malfunctions Report, 11. Bridge Information, 12. Bridgetender Safety Equipment Checklist, 14. Electrical Components, 15. Mechanical Components, and 17. Navigational Guidance System Inspection.

F. Non-Conformance Penalties

Cases of Non-Conformance - Specific tasks to which the Contractor must conform include but are not limited to the following:

1. Provide proper supervisory personnel. Non-conformance assessment for this deficiency is $1,000 per incident.

2. Inform the County of mechanical, electrical, plumbing, air conditioning, and facility maintenance malfunctions and conduct the appropriate repairs procedures for which the Contractor is responsible. Non-conformance assessment for this deficiency is $1,000 per incident.

3. Inform the County of events that jeopardize bridge structural integrity, including but not limited to allisions and/or collisions with the bridge, mechanical failure, criminal acts, acts of God, or similar incidents. Non-conformance assessment for this deficiency is $10,000 per incident.

4. The Contractor's Project Manager and supervisors must respond within fifteen (15) minutes to any telephone call made to the Contractor by the County. Non-conformance assessment for this deficiency is $500 per hour or per portion of an hour.

5. Supervisors or repair personnel must respond in person within one (1) hour when requested. Non- conformance assessment for this deficiency is $500 per hour or per portion of an hour.

6. Inform the County of any complaints from citizens or public agencies. Non-conformance assessment for this deficiency is $250 per incident.

7. Follow the communications protocol outlined in this scope of work. Non-conformance assessment for this deficiency is $250 per incident.

8. The Contractor shall be responsible for any fines or fees imposed by the U.S. Coast Guard which result from the Contractor's actions or inactions.

G. Parts and Workmanship Guarantees

The Contractor shall guarantee for ninety days the parts and workmanship of a repair. In the event a repair fails within the guarantee period and such failure is the result of the parts provided by the Contractor or the workmanship of the Contractor, the correction shall be made by the Contractor at no additional cost to the County.

Any repair work resulting from the Contractor's negligence and/or reinstalling of a faulty part shall be the Contractor's responsibility and shall be corrected at the expense of the Contractor.

H. Permits, Notifications and Fees

It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract.

I. Provisions for Convenience of Public

The Contractor shall schedule his operations so as to minimize any inconvenience to adjacent businesses, residences or the motoring public.

J. Preservation of Property

The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the work including but not limited to the bridge structure, fender system, traffic gates, pedestrian gates, and other appurtenances. This applies to public and private property, including utilities and the Ficus Tree Allee. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

RECENT MAJOR REPAIRS, HOBE SOUND DRAWBRIDGE

2022 (Ongoing)

- Electrical and Communications Systems Rehabilitation

2021

- Temporary Submarine Cable installed

2020

- Temporary Submarine Cable installed

2012

- New hydraulic power unit pumps (4 ea)

2010

- New span lift hydraulic cylinders and pedestals (4 ea)
- New fender system access ladders (2 ea)
- Fender system rebuilt, (new pile wraps, new navigation lights, new timber as needed)
- Span locks rebuilt (2 ea)
- New span lock hydraulic units and cylinders (4 ea)
- New lightning protection installed

MAINTENANCE STANDARDS

A. Minimum Standards

The Contractor is to adhere, at all times, all applicable Florida Department of Transportation (FDOT) standards and the most current edition of the American Association of State

Highway and Transportation Officials (AASHTO) Movable Bridge Inspection, Evaluation, and Maintenance Manual for guidelines and procedures for maintenance of the bridges and associated infrastructure. The manual is available from the AASHTO website http://www.transportation.org/

B. Maintenance of Traffic

The Contractor shall make the County aware of any scheduled operation, which will affect land traffic patterns or safety, with a minimum of two (2) weeks' notice prior to commencing such operation. The Contractor will be responsible for providing all maintenance of traffic, when required.

The Contractor and its subcontractors shall be responsible for safely maintaining marine, vehicular, bicycle, and pedestrian traffic while performing work under this contract and complying with traffic safety requirements for all contract operations. The Contractor is not permitted to isolate residences or places of business during execution of work.

The contractor shall be responsible for traffic control during operations performed by the contractor's personnel and/or subcontractors. The Contractor shall furnish, erect, and maintain all necessary traffic control and safety devices associated with the Contractor's or their subcontractor's work. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices (latest edition), and the Florida Department of Transportation Roadway and Traffic Design Standards (latest edition). The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and personnel for the protection of employees and the public throughout the work areas.

The Contractor shall have a full-time employee certified in Florida Department of Transportation (FDOT), Maintenance of Traffic Work Zone Safety, Intermediate Level as a minimum. A copy of the employee's certification of FDOT maintenance of traffic training is required to be submitted with the Contractor's proposal. All persons flagging traffic shall have in their possession; current, valid certification of Florida Department of Transportation (FDOT) Basic Maintenance of Traffic training as a minimum requirement. Martin County may at any time request that the Contractor's flaggers produce proof of current, valid certification of Florida Department of Transportation (FDOT) Maintenance of Traffic training. Martin County reserves the right to stop the Contractor's work if flaggers do not produce proof of current, valid training.

All costs associated with maintenance of traffic are the responsibility of the contractor included in the monthly unit cost for each bridge.

PREVENTATIVE MAINTENANCE

A. Description

It will be the Contractor's responsibility to properly maintain, inspect, and service all components of the Hobe Sound Drawbridge, including but not limited to mechanical, electrical, hydraulic systems, plumbing, and air conditioning, involved in the operation of the Hobe Sound Drawbridge. It will be the Contractor's responsibility to properly maintain,

inspect and service all components of the navigational guidance system of all bridges covered by this contract.

The results of all inspections are to be recorded and reported to the County using appropriate forms. All monthly, quarterly, semiannual, and annual inspections as required will be scheduled in advance of the actual inspections. The Contractor is to submit a written schedule of all inspections in advance to the County's Project Manager or his/her designee. The County's Project Manager or his/her designee may elect to be present during the scheduled inspection. If any problem precludes a scheduled inspection, the Contractor will notify the County's Project Manager or his/her designee as soon as possible. Reports from these inspections are to be submitted to the County's Project Manager via email no later than the last weekday of the first full week of each month. Invoices for the corresponding month will be held for payment until the inspection reports are received.

B. Specifications

All preventative maintenance is to be performed in accordance with all applicable specifications established for proper maintenance of bridges. These specifications include the American Association of State Highway and Transportation Officials (AASHTO) Movable Bridge Inspection, Evaluation, and Maintenance Manual, as well as any and all manufacturer's manuals for each system's constituent components, and bridge specific preventative maintenance required, supplied by the County. The Contractor shall perform at least one inspection per month on each and every component of the bridge systems for the Hobe Sound Drawbridge. These monthly electrical and mechanical inspections will be documented on the electrical and mechanical inspection forms. Any item graded poor or fair shall require timely corrective action by the Contractor. Where County or manufacturer's specifications require more frequent inspections and/or preventative maintenance service intervals more than once a month, the Contractor shall be responsible for scheduling and reporting to the County the completion of these services. All work shall be performed to the satisfaction of the County's Project Manager or his/her designee. The County's Project Manager, or his/her designee, may elect to inspect all work done by the Contractor at any time.

C. Inspections

The Contractor shall give the County no less than 48 hours advance notice of all preventative maintenance inspections. All inspections shall be done to the satisfaction of the County's Project Manager. The County's Project Manager or his/her designee may elect to inspect any and all work done by the Contractor at any time. Any deficiencies discovered as a result of these inspections, which fall outside the scope of preventative maintenance and require County involvement, are to be communicated immediately to the County so that the County can take corrective action or authorize the Contractor to take corrective action. When the County decides to utilize the Contractor's services to rectify any non-preventative maintenance deficiencies, the Contractor shall be reimbursed for the cost of all labor and parts as specified in repair services and parts. The Contractor at his cost shall immediately and appropriately address any preventative maintenance deficiencies discovered as a result of these inspections.

D. Computerized Bridge Controls

The Contractor will be responsible for any software problems and will do the reprogramming for the bridge. The Contractor will be responsible for any hardware problems; the computerized parts will be billed under parts and labor. The Contractor shall submit copies to the County of the computer files containing the most current version of the PLC ladder logic used on the bridge, including any bridge-monitoring computer. The Contractor will provide the County with copies, and updates of each Bridge Program as necessary. Computer hardware parts and the associated labor shall be billed per the Repair Services and Repair Parts sections included below.

E. Marine Radios

The Contractor shall maintain and replace, if necessary, all marine radios and antennas and related equipment installed on the Hobe Sound Drawbridge. Replacement radios and related parts and the associated labor shall be billed per the Repair Services and Repair Parts sections included below.

F. General Lubrication

As part of the maintenance and repair services monthly unit cost for each bridge, the Contractor will provide the labor and lubricants for this procedure per County specifications. The Contractor shall inspect and lubricate all mechanical systems on the drawbridge per the manufactures recommended schedule or monthly whichever is more frequent utilizing only lubricants recommended by the manufactures.

G. Gear Box Servicing

As part of the maintenance and repair services monthly unit cost for each bridge, the Contractor will provide the labor and lubricants for gear box servicing per the County specifications. Preventative maintenance will include changing and replacement of the oil in all gearboxes including traffic gates. Gearbox oil change is to be done at the beginning of each contract year and per the manufacturer's recommendations. More than one oil change per year may be needed to meet the manufactures recommendations. As part of the monthly preventative maintenance cost, the Contractor is responsible for the cleanup of any oil or hydraulic fluid leaks and shall recycle or dispose of the used oil in accordance with all federal, state and local laws and regulations.

H. Hydraulic Fluid/Oil Sampling/Filters

The Hobe Sound Bridge utilizes biodegradable vegetable-based oil in the hydraulic systems. Hydraulic oil sampling and testing is required by the Contractor in April and October of each year during the term of the contract as part of the maintenance and repair services monthly unit cost bid by the contractor. Hydraulic oil samples from each of the two-span lock hydraulic systems and each of the two main hydraulic power units shall be collected and lab tested in April and October of each year during the term of the contract. Lab testing of the hydraulic oil shall include spectrochemical analysis and physical tests to confirm the classification, contamination, and degradation of the oil. Copies of the oil sample lab results shall be forwarded to Martin County within four (4) weekdays of the test results being generated by the laboratory for review by County staff.

If an oil change is warranted because of oil sample findings the Contractor with prior

approval from Martin County shall change the oil in the systems that warrant it. Oil changes must be completed within 14 days of the receipt of the oil sample results by the contractor. As part of the maintenance and repair services monthly unit cost bid by the Contractor, the Contractor shall furnish, flush and replace the oil per County specifications. The Contractor shall recycle or dispose of the used oil in accordance with all federal, state, and local laws and regulations. The Contractor shall be responsible for the cleanup of any oil or hydraulic fluid leaks and shall be included in the maintenance and repair services monthly unit cost for the Hobe Sound Drawbridge bid by the contractor.

Mobil EAL 224H or County approved biodegradable vegetable-based oil must be used as refill and makeup oil. All makeup and refill oil must be filtered by a 10-micron filter as it is being added to the hydraulic system. The County approval of the use of oil other than Mobile EAL 224H shall be in writing. The County may require the Contractor to change the hydraulic oil in all systems on the Hobe Sound Drawbridge at the Contractor's cost if unapproved oil has been used by the Contractor.

Desiccant breather filters shall be changed out as needed by the Contractor to maintain adequate system protection. Desiccant breather filter inspection and replacement shall be included in the maintenance and repair services monthly unit cost for the Hobe Sound Drawbridge bid by the contractor.

High pressure hydraulic filters and return hydraulic filters shall be changed out as needed by the Contractor to maintain adequate system protection. Regardless of pressure indications the high pressure and return filters shall at a minimum be changed every October of each year of the contract. High pressure hydraulic filters and return hydraulic filter inspection and replacement shall be included in the maintenance and repair services monthly unit cost for the Hobe Sound Drawbridge bid by the contractor.

If an oil change is performed on a hydraulic system, all filter associated with that system must be replaced at the time the oil is changed, including but not limited to desiccant breather filters, high pressure oil filters and return oil filters.

I. Plumbing

The Contractor shall be responsible for making all repairs to maintain water and sewer service including lift stations to the bridge house. Plumbing parts and the associated labor shall be billed per the Repair Services and Repair Parts sections included below. The Contractor will be responsible for providing a portable toilet at the Contractor's cost in the event water or sewer service is going to be interrupted. The County reserves the right to utilize other plumbing contractors at the County's discretion.

J. Air Conditioning / Heating

The Contractor is responsible for maintaining the air conditioning and heating units on the Hobe Sound Drawbridge. Air conditioning and heating maintenance includes the monthly cleaning and/or replacement of all air conditioning filters and cleaning of coils and other air conditioner components as needed. The cost of these materials and supplies shall be included in the maintenance and repair services monthly unit cost for the Hobe Sound Drawbridge bid by the contractor. Replacement air conditioners or parts other than filters and the associated labor shall be billed per the Repair Services and Repair Parts sections

included below. The Contractor will notify the County of any air conditioning breakdowns.

K. Generator

The diesel-powered generator at the Hobe Sound Drawbridge has an automatic transfer switch with an auto start/test program. As part of the maintenance and repair services monthly unit cost for the Hobe Sound Drawbridge the Contractor is required to ensure the generator is test run weekly and the generator is operable in the event of a primary power supply failure. The Contractor is responsible for all fuel, oil, coolant and other routine maintenance items required to service and maintain the emergency power generator at all times excluding time periods during and immediately after tropical storms and/or hurricanes that strike Martin County. The cost of these materials and supplies shall be included in the maintenance and repair services monthly unit cost for the Hobe Sound Drawbridge bid by the contractor.

See "Tropical Storms" for how fuel costs as a result of tropical storms or hurricanes will be handled. As part of the maintenance and repair services monthly unit cost bid for the Hobe Sound Drawbridge, the Contractor shall be responsible for maintaining the specified fuel for the generator, the level of which is not to fall below three-quarters of a tank, to ensure the bridge's power needs during any emergency are accommodated. The Contractor will be held liable for damages caused by supplying the wrong type of fuel. The Contractor will top off all fuel tanks at the completion of the contract.

Annual generator service including engine oil change, oil, and fuel filter replacement shall be included in the maintenance and repair services monthly unit cost for the Hobe Sound Drawbridge. Generator service per the manufacturer's recommendations shall be performed during the month of June, each year of the contract term. The first generator service of the contract term shall include flushing and replacing the coolant in the generator cooling system. Hoses, belts and other generator set parts and the associated labor shall be billed per the Repair Services and Repair Parts sections included below. As part of the maintenance and repair services monthly unit cost for the Hobe Sound Drawbridge the Contractor is responsible for the cleanup of any oil, fuel, or coolant leaks and shall recycle or dispose of the used oil, fuel, and/or coolant in accordance with all federal, state, and local laws and regulations.

L. Incidental Materials / Supplies

The Contractor shall furnish all supplies required for routine maintenance, operation, and housekeeping, including, but not limited to, such items as lubricants, make-up hydraulic fluid, oil, diesel fuel, brooms, mops, buckets, paper towels, toilet paper, and cleaning solutions. The cost of these materials and supplies shall be included in the maintenance and repair services monthly unit cost for the Hobe Sound Drawbridge bid by the contractor.

At the beginning of the contract, the Contractor shall meet with the County's representative to take an inventory of all county-owned equipment and spare parts on each bridge covered by this contract. This inventory will be listed on the Monthly Equipment Check List form. The Contractor is to then sign this form indicating that he/she has received and will be responsible for this equipment. At the first of each month, for the duration of this contract, the Contractor will re-survey the equipment, and submit a signed Monthly Equipment Check List form to the County. The Contractor is to replace any missing or damaged County

equipment at no cost to the County.

M. Cleaning

The Contractor is responsible for the removal of all trash or other types of debris found between the traffic gates of the Hobe Sound Drawbridge. The Contractor shall thoroughly clean the inside of the generator/electrical and machinery/hydraulic rooms at least one (1) time per year. The Contractor shall keep all areas of the bridges clean and free of clutter. Spare parts and fluids shall be properly stored and hazard free. The inside consoles, blinds, and windows shall be cleaned as necessary by the contractor as part of the monthly preventive maintenance cost. All cleaning and disposal of debris and wash/wastewater shall be in compliance with all local, state, and federal laws.

N. Preventative Maintenance Parts

Preventative maintenance parts provided by the Contractor will be new. Rebuilt and/or repaired parts shall not be used unless approved by the County's Project Manager or his/her designee in writing. All parts shall be of quality equal to or better than the ones being replaced and shall be 100 percent compatible with the existing equipment. All parts removed from all bridges remain the property of Martin County.

The Contractor shall not relocate or dispose of any bridge parts including filters without prior approval from the County Project Manager. The County may choose to retain parts removed from the bridges covered under this agreement.

O. Preventative Maintenance Labor

Labor for preventative maintenance and preventative maintenance inspections shall be included in the Contractor's maintenance and repair services monthly unit cost for each bridge.

ROUTINE AND EMERGENCY REPAIR SERVICES

A. Repair Services and Labor

The work under repair services should include all electrical, mechanical, plumbing, welding, and non-structural steel repairs between touch-down points of the bridge that are not preventive maintenance. Unlike the provisions for preventative maintenance, the Contractor is not authorized to make any routine or emergency repairs to the bridge without first receiving approval from the County. At times deemed appropriate by the County's Project Manager or his/her designee, the Contractor will be called upon to provide labor and parts for emergency repair services. All approved parts used by the Contractor during these times are to be reimbursed under Repair Parts unless they are provided by the County.

Labor time charged for the Contractor's employees shall be billed for actual time on the structure only. The time for ordering, handling and delivery shall be incidental with contract administration. Charges for repair services labor shall be paid by labor hours pursuant to the vendor's proposed schedule of prices.

B. Repair Parts

This item is to be used for reimbursing the Contractor for parts and supplemental services for subcontractors, which are not considered to be of a preventative maintenance nature.

The County will not reimburse the Contractor for any parts and services without prior approval by the County's Project Manager. The Contractor will be reimbursed for any approved parts purchased on a per cost basis without additional markup by the Contractor.

The Contractor is to submit all receipts for parts purchased under this item with the monthly invoice. The Contractor shall always purchase parts using the most economical means available. Parts provided by the Contractor for all repair and preventative maintenance operations shall be new. Rebuilt and or repaired parts shall not be used unless approved in advance by the County's Project Manager. All parts shall be of a brand or quality equal to or better than the ones being replaced and shall be 100% compatible with the existing equipment. It will be the Contractor's responsibility and cost to remove and replace all rejected materials. Said rejected material will be taken off the bridge property at once and not used on this project.

The Contractor shall also be required to maintain all parts and supplies in inventory at his/her own cost. The Contractor shall obtain prior approval from the County for any part's replacements. The County reserves the right to make other arrangements for the purchase of parts for repairs at any time, should the interests of the County be better served.

C. Communications

In the event of a drawbridge malfunction, the following communications protocol will be followed:

1. The Bridgetender on duty will immediately call the Contractor to notify them of the issue. The Contractor shall dispatch maintenance. The Bridgetender will then notify the County's Project Manager or designee.
2. The County Project Manager or designee will notify the Coast Guard that the bridge requires maintenance and that the Contractor has been dispatched.
3. After the County has notified the Coast Guard that maintenance has been dispatched, all additional communications with the Coast Guard shall be the responsibility of the Contractor.
4. The Contractor shall keep both the County Project Manager or designee, and the Coast Guard apprised of the operational status of the bridge.
5. Should the repair work require temporary changes to the drawbridge operating schedules, the Contractor shall notify the County in writing regarding this request. Upon concurrence, the County shall formally request a deviation from the Coast Guard. If the Coast Guard issues a deviation approval letter to the County, the County shall be responsible for all communications listed in the Coast Guard Act of 2018 Sec. 832 d.

UTILITIES

A. Utility Payments

The County will pay for all electric, telephone, water, and sanitary sewer utility charges on

facilities covered under this agreement during the length of the contract.

NAVIGATIONAL/FENDER LIGHT AND CLEARANCE GAUGE MAINTENANCE

A. Navigational and Fender Light Monthly and Semiannual Inspections

As part of the maintenance and repair services monthly unit cost for each bridge, the first full week of each month the contractor is required to inspect the navigational and fender light system for each bridge to confirm proper operation. The monthly inspection at a minimum shall include; confirming proper operation of the photocells, fender lights, clearance gauge lights, and centerline of channel lights. Within three (3) calendar days of the inspection, the Contractor shall submit to the County a written report via email citing the results of the inspection and recommended repairs if any. All lighting deficiencies shall be corrected within the guidelines described in the AASHTO Movable Bridge Inspection, Evaluation, and Maintenance Manual. Lighting repairs shall be billed per the Repair Services and Repair Parts sections included above.

As part of the maintenance and repair services monthly unit cost for each bridge, semiannual inspections shall be performed in October and April of each year. The semiannual inspection at a minimum shall include; confirming proper operation of the photocell, fender lights, clearance gauge lights, centerline of channel lights, accuracy, and legibility of clearance gauges. Navigational lights must be checked for broken lenses, deteriorated insulation of wire and cable, and a dry and clean interior. Conduits, connectors, enclosures and all other components must be checked for proper operation, breakage, leaks, missing parts, and excessive corrosion. Any defects which might result in inoperative lights should be repaired immediately. Inspectors should investigate navigational guidance lighting in coordination with the bridge motion. When a movable bridge consists of multiple leaves or spans, the green navigational lights should be arranged such that the green lights are never displayed until all elements are fully open, and no element is obstructing navigation. Within three (3) calendar days of the inspection, the Contractor shall submit to the County a written report via email citing the results of the inspection and recommended repairs if any. All lighting deficiencies shall be corrected within the guidelines described in the AASHTO Movable Bridge Inspection, Evaluation, and Maintenance Manual, latest edition. Lighting repairs shall be billed per the Repair Services and Repair Parts sections included above.

B. Clearance Gauge Maintenance

As part of the maintenance and repair services monthly unit cost for each bridge, the Contractor shall within the first 30 calendar days of the first contract year or at the County's request inspect the overall condition, legibility, and accuracy of each clearance gauge. Clearance gauges must at all times be in compliance with all applicable Florida Department of Transportation and AASHTO standards. Preventative maintenance and inspection of clearance gauges shall be included in the Contractor's monthly unit cost for each bridge. Clearance Gauge replacement parts and the associated labor shall be billed per the Repair Services and Repair Parts sections included above. The County may choose to furnish replacement clearance gauges for the Contractor to install.

C. Bridges Requiring Navigational and Fender Light Maintenance

At the time of bid only the Hobe Sound Drawbridge will require navigational light maintenance during the term of this agreement. The number of bridges requiring navigational light maintenance may be increased or decreased based on the needs of Martin County throughout the term of this agreement. Preventative Maintenance and inspections shall be included in the Contractor's monthly unit cost for each bridge. Replacement parts and the associated labor shall be billed per the Repair Services and Repair Parts sections included above.

1. **Hobe Sound Drawbridge**

   Navigational and fender light maintenance for the Hobe Sound Drawbridge shall be included in the Contractor's monthly unit pricing for the maintenance and repair services of the Hobe Sound Drawbridge. The closest public boat ramp is located approximately 2.8 miles to the north via water at approximately N27.101578, W080.141509, in Jimmy Graham Park, 8555 SE Gomez Ave., Hobe Sound, FL. Jimmy Graham Park is operated by Martin County.

TROPICAL STORMS AND HURRICANES

Parts and the associated labor related to preparing the drawbridge for tropical storms or hurricanes, and reactivation of the drawbridge afterwards, shall be billed per the Repair Services and Repair Parts sections included above. Itemized invoicing for all work associated with tropical storm and hurricane preparation and recovery is required.

The Contractor will be responsible for the timely preparation of the bridge for tropical storms and hurricanes and re-activating the bridge after the passing of tropical storms and hurricanes. The bridge shall be prepared for a tropical storm or hurricane when any portion of Martin County is within the official three-day warning cone for a named storm as forecast by the National Weather Service. Preparations shall be in conformance with the Martin County Comprehensive Emergency Management Plan and the Martin County Public Works Department Disaster Preparedness Plan, latest editions. Prior to a tropical storm or hurricane, the Contractor shall confirm adequate stock of generator fuel and other supplies, load test the generator, secure the bridge house, traffic and pedestrian gates, electrical, and hydraulic equipment at the bridge. The Contractor shall re-activate the bridge as soon as possible after tropical storms and hurricanes. All de-activation and re-activation shall be in conformance with all local, state and federal rules, requirements, and regulations including required authorizations from the U.S. Coast Guard, Captain of The Port. This includes structural inspection of the bridge by a registered professional Engineer to reopen the bridge following a severe weather event.

The Contractor shall, at the Contractors cost, ensure the generator fuel tank(s) are full if any part of Martin County is within the five-day cone of error of a named tropical storm or hurricane as issued by the National Weather Service. If power is lost because of a named tropical storm or hurricane the County shall furnish generator fuel or reimburse the Contractor reasonable cost of generator fuel supplied by the Contractor. The burden of generator fuel cost to the County after a tropical cyclone shall end after the Florida Power and Light power source is consistently available for 48 continuous hours.

PAYMENTS

Payment shall be made at the billing rates established in vendor's proposed schedule of prices. The

Contractors billing rates shall include the costs of salaries, overhead, fringe benefits, and operating margin.

An approved purchase order shall be submitted to the Contractor prior to the commencement of work. The Contractor shall not begin work, or be paid for work, performed prior to receiving an approved purchase order from the County.

The Contractor shall submit monthly invoices in a format acceptable to the County. Payment shall be made to the Contractor for work completed on the services as approved by the County. Each invoice submitted to the County in accordance with this agreement shall include a list by name, occupation, and man-hours of all persons performing maintenance and/or repairs during the period covered by the invoice. Also, each invoice shall include a copy of all required forms completed by the Contractor during the monthly period invoiced.

Invoices shall be submitted to the County's Project Manager after the completion of each month's service. This invoice should be emailed, mailed or hand delivered no later than the 10th day of the following month.

Payment for Routine and Emergency Repair Parts shall be made on the basis of actual allowable cost incurred as authorized and approved by the County. The County shall reimburse the Contractor for the reasonable shipping costs associated with the delivery of any parts. Appropriate receipts are to be furnished to the County for repair parts and shipping costs.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

CONTRACTOR MINIMUM REQUIREMENTS / LICENSES

Contractor must be FDOT pre-qualified in Work Class: Bascule Bridge Rehabilitation.

EXHIBIT B

RFB2022-3435
DRAWBRIDGE REPAIR & MAINTENANCE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Contract Administration	12	Month	$ 6,400.00	$ 76,800.00
2	Hobe Sound Drawbridge Maintenance & Repair Services	12	Month	$ 14,200.00	$ 170,400.00
3	Maintenance & Repair by Skilled Tradesperson	500	Hour	$ 85.00	$ 42,500.00
4	Maintenance & Repair by Semi-Skilled Laborer	100	Hour	$ 85.00	$ 8,500.00
				TOTAL	**$ 298,200.00**

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Florida Drawbridges Inc	*Laura Porter*
Company Name	Name of Authorized Representative (Print)
1901 East Atlantic Blvd.	CEO
Street Address	Title
Pompano Beach, Fl. 33060	lporter@floridadrawbridges.com
City, State, Zip	E-mail Address
954-788-0969	
Telephone	Authorized Signature

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 6.

ITEM: Consideration and **Approval** of a Resolution for the Fifth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to August 31, 2024, for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed are the proposed resolution and the Lease Extension agreement.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
There will be approximately $9,000 to $10,000 a month of revenues.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution approving 5th Lease Extension Agreement -Sunshine Service Station(57489080.1)
2.	Fifth Lease Extension Agreement SGD Bay Harbor(56850234.1)(57489079.1)

RESOLUTION NO. _____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, PROVIDING FOR THE APPROVAL OF THE FIFTH LEASE EXTENSION AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND SUNSHINE GASOLINE DISTRIBUTORS, INC., A FLORIDA CORPORATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") and Sunshine Gasoline Distributors, Inc., a Florida corporation ("Lessee") entered into a Lease Extension Agreement on or about February 29, 2024; and

WHEREAS, the Lease is set to expire on May 31, 2024; and

WHEREAS, the Town and Lessee desire to extend the term of the Lease by four months through September 30, 2024, while actively working on a long-term extension of the Lease; and

WHEREAS, the Town Council hereby finds the Fifth Lease Extension Agreement between the Town and Lessee, attached hereto as Exhibit A, and made a part of this Resolution to be in the best interest of the Town and Lessee.

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

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Town hereby approves and adopts the Fifth Lease Extension Agreement between the Town and the Lessee attached hereto as Exhibit A.

Section 3. 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 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 8th day of May 2024

_____

JOSHUA D. FULLER, MAYOR

ATTEST:

_____
YVONNE P. HAMILTON, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.

FIFTH LEASE EXTENSION AGREEMENT

THIS FIFTH LEASE EXTENSION AGREEMENT (the "Agreement") made this _____, **SUNSHINE GASOLINE DISTRIBUTORS, INC., a Florida corporation**, whose business address is 1650 NW 87th Avenue, Miami, Florida 33172 (the "Lessee") and the **TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation** (the "Lessee"). This Agreement shall be effective on the day this Agreement is signed by both Lessor and Lessee.

WITNESSETH

WHEREAS, by that certain Amended and Restated Lease dated on or about August 1, 2008, as amended and/or modified (the "Lease"), Lessor demised and leased unto Lessee a parcel of land situated in the Town of Bay Harbor Islands, County of Miami-Dade, State of Florida more particularly described as: **1501 Broad Causeway, Bay Harbor Islands, Florida 33154 operating as a motor fuel service station and convenience store** (the "Premises"); and

WHEREAS, the Lessor and Lessee entered into that certain Lease Extension Agreement on or about February 29, 2024; and

WHEREAS, the Lease is set to expire on May 31, 2024; and

WHEREAS, Lessor and Lessee desire to extend the term of the Lease while actively working on a long-term extension of the Lease; and

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, and the mutual covenants and promises herein contained, it is hereby agreed that:

1. The Lease term is hereby extended through and including September 30, 2024.

2. This Agreement solely extends the term of the Lease as stated above. All of the terms and conditions of the Lease, as amended and/or modified, are hereby ratified and confirmed by the parties hereto and the same is declared to be a present, valid and subsisting lease covering the premises herein described.

3. Lessor and Lessee further acknowledge that they were each given an opportunity to seek counsel in connection with the negotiation and execution of this Agreement and have either sought the advice of counsel or voluntarily chosen not to seek the advice of counsel.

[EXECUTIONS AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]

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

LESSEE	LESSOR
SUNSHINE GASOLINE DISTRIBUTORS, INC., a Florida corporation	TOWN OF BAY HARBOR ISLANDS
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
GREENSPOON MARDER LLP
Town Attorneys

_____
Joseph S. Geller

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 7.

ITEM: Consideration and **Approval** of a Resolution authorizing the expenditure of $30,000 to upgrade surveillance cameras throughout the Town and upgrade of the server to accommodate the additional data. The equipment and service will be obtained in accordance with the Town's procurement regulations. Sponsored by Council Member Stephanie Bruder.

DESCRIPTION:
Studies have shown the presence of security cameras reduces crime and help to catch and/or deter criminals. In an effort to further protect the residents of Bay Harbor Islands, this request is being made to upgrade the surveillance cameras throughout the Town. Funds are available in the FY 2024 Budget to cover this expenditure. The Town's procurement regulations will be strictly followed when purchasing the materials and selecting the service for the additional data.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
Transfer $30,0000 from line item 301.9990.400199.000 Contingencies to line item 301.5210.400064.000 Machinery & Equipment. The total remaining balance as of today is $336,600.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Contingency	05/08/2024	Capital Projects Fund	301.9990.400199.000		$336,600

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

1.	Resolution -Upgrade of Security Cameras

RESOLUTION NO. _____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, AUTHORIZING THE EXPENDITURE OF $30,000 FOR UPGRADE OF SURVEILLANCE CAMERAS THROUGHOUT THE TOWN AND UPGRADE OF THE SERVICE TO ACCOMMODATE THE ADDITIONAL DATA; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, surveillance cameras have been installed in various areas of the Town; and

WHEREAS, studies have shown the presence of security cameras reduces crime and help to catch and/or deter criminals; and

WHEREAS, the Town desires to enhance the safety of the community; and

WHEREAS, a request is being made to authorize the expenditure of $30,000 to upgrade the surveillance cameras throughout the Town, as well as upgrade the data to accommodate the data; funds are available in the General Fund to fund this request; and

WHEREAS, the Town Council finds that it is in the best interest of the health, safety, and welfare of the community to approve this expenditure for the stated purpose.

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

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Town Council hereby approves the expenditure of $30,000 to upgrade the security cameras throughout the Town and upgrade the service to accommodate the data.

Section 3. The Town Manager is authorized to expend the funds to upgrade the surveillance cameras and the data to accommodate the equipment, provided that the selection of

and purchase from a vendor is accomplished strictly in accordance with the Town's procurement regulations.

Section 4. 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 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 8th day of May 2024

_____
JOSHUA D. FULLER, MAYOR

ATTEST:

_____
YVONNE P. HAMILTON, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 8.

ITEM: Consideration and **Approval** of a Memorandum of Agreement between the Town of Bay Harbor Islands, Florida Department of Transportation, and the Florida State Historic Preservation Officer regarding the Broad Causeway Bridge (FDOT Bridge No. 875101) replacement undertaking in substantially the form attached hereto as Exhibit A. Enclosed is the draft MOA.

DESCRIPTION:
Based on coordination with the State Historic Preservation Officer (SHPO), pursuant to the requirements of 36 CFR Part 800, it has determined that the Broad Causeway Bridge Replacement undertaking will have adverse effect on the Broad Causeway (8DA10123) linear resource, the Citgo/1501 Broad Causeway (8DA10436) historic structure, and the Bay Harbor Islands Historic District (8DA10515), which are considered eligible for listing in the National Register of Historic Places (NRHP).

In coordination with the Florida Department of Transportation District 6 and Office of Environmental Management and the SHPO, the Town has developed a Memorandum of Understanding (MOA) that outlines Stipulations that will need to be carried out by the Town to minimize and mitigate adverse impacts to these three historic resources. This MOA is currently under review with these agencies and will be made available to the public for review as part of the project Public Hearing.

We are asking the Town Council to review and approve these Stipulations knowing that changes may be made based on agency coordination. The MOA will not be signed until after the Public Hearing and public comment has been afforded. A MOA is required for the project to be approved and move into the Design phase.

RECOMMENDED ACTION:
Council's Discretion

FINANCIAL ANALYSIS:
There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Town Council Review_DRAFT_BCB_MOA 042924 (1)

MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF BAY HARBOR ISLANDS, FLORIDA DEPARTMENT OF TRANSPORTATION, AND THE FLORIDA STATE HISTORIC PRESERVATION OFFICER REGARDING THE BROAD CAUSEWAY BRIDGE (FDOT Bridge No. 875101) REPLACEMENT UNDERTAKING, MIAMI-DADE COUNTY

WHEREAS, Pursuant to 23 United States Code (U.S.C.) § 327 and the implementing Memorandum of Understanding (MOU) executed on May 26, 2022, the Florida Department of Transportation (FDOT) has assumed Federal Highway Administration's (FHWA) responsibilities under the National Environmental Policy Act (NEPA) for highway projects on the State Highway System (SHS) and Local Agency Program (LAP) projects off the SHS; and

WHEREAS, in accordance with the MOU, FDOT's assumption of FHWA's responsibilities under NEPA for highway projects includes assumption of responsibilities for compliance with 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, FDOT will provide federal financial assistance to the Town of Bay Harbor Islands (Town) for the Broad Causeway Bridge (FDOT Bridge No. 875101) Replacement Project (Financial Project Identification [FPID] No. 452428-1-21-01) **(Project)**; and

WHEREAS, FDOT has determined that the **Project** represents an undertaking in accordance with 36 CFR § 800.3(a); and

WHEREAS, FDOT has defined the **Project's** area of potential effects (APE) as described in Attachment A; and

WHEREAS, FDOT has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to the requirements of 36 CFR Part 800 and has determined that the **Project** may have an adverse effect on the Broad Causeway (8DA10123) linear resource, the Citgo/1501 Broad Causeway (8DA10436) historic structure, and the Bay Harbor Islands Historic District (8DA10515), which are eligible for listing in the National Register of Historic Places (NRHP); and

WHEREAS, FDOT has consulted with the Town of Bay Harbor Islands and the Miami-Dade Office of Historic Preservation regarding the effects of the **Project** on historic properties; and

WHEREAS, FDOT has provided opportunities for public review and comment regarding the effects of the **Project** on historic properties, as appropriate; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) FDOT has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination with specified documentation and has invited the ACHP to comment and participate in consultation, and the ACHP has chosen not to participate pursuant to 36 CFR § 800.6(a)(1)(iii); and

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NOW, THEREFORE, FDOT and the SHPO agree that the **Project** shall be implemented in accordance with the following stipulations to take into account the effect of the **Project** on historic properties.

STIPULATIONS

FDOT shall ensure that the following measures are carried out:

I. BROAD CAUSEWAY (8DA10123, FDOT BRIDGE NO. 875101)

A. Replacement Bridge Design

1. The design of the replacement bridge will include enhanced access for pedestrians and bicyclists to Broad Causeway Island.

2. The replacement bridge design will incorporate Miami Modern (MiMo) architectural design elements common to the historic area and existing bridge.

3. Access to Broad Causeway Island will be maintained from both the east- and westbound lanes of the replacement bridge.

4. SHPO to be provided the 60% and 90% design plans for review and comment to ensure compliance with the bridge design elements listed above.

B. Documentation of Broad Causeway (8DA10123, FDOT Bridge No. 875101)

1. Prior to authorizing any demolition or other activity that could damage any building, structure, or landscape, per guidance provided by the National Park Service (NPS), the Town will ensure that the bridge is documented in accordance with the standards and guidelines of the Historic American Engineering Record (HAER). Unless otherwise agreed to by the NPS, the Town will ensure that all documentation is completed and accepted in writing by the NPS prior to demolition. The HAER documentation for the Broad Causeway (8DA10123, FDOT Bridge No. 875101) will include, but is not limited to:

   i. Written historical and descriptive data prepared in accordance with outline format guidelines containing a construction history of the bridge, including the history of the bridge type, an architectural description of the resource including alterations, and a description of the site and changes; and

   ii. Reproduction of selected historical photographs and original construction drawings, if available; and

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iii. Large-format (4" x 5" or larger negative size) photographs processed for archival permanence in accordance with HAER photographic specifications of the bridge as well as the relationship between the bridge and other historic resources (Citgo [8DA10436], Broad Causeway Island [8DA21594], Bay Harbor Islands Historic District [8DA10515]); and

iv. At least one color digital photograph of the resource and its setting; and

v. Photo locations keyed to the site plan and included with the "Index to Photographs."

2. The Town shall provide draft HAER documentation (non-archival format, electronic version) to the NPS and SHPO for concurrent review and comment. SHPO shall have 30 days after receipt of the draft documentation for review, as per Stipulation VIII.

C. FDOT shall make requested edits and provide final copies of the HAER documentation, completed in accordance with Stipulation B.1, as follows:

1. An archival copy to the NPS Southeast Regional Office for review and approval prior to salvage and demolition of the structure, per HAER guidelines; and

2. An archival copy to the SHPO for inclusion in the Florida Master Site File and the State Archives of Florida; and

3. Non-archival copies and electronic copies to the HistoryMiami Museum, the Town of Bay Harbor Islands Branch Library, and the Florida Room of the Miami-Dade County Main Library.

D. Unless otherwise agreed to by the NPS, The Town will ensure that all large-scale photographs of the resources are completed and accepted in writing by the NPS prior to demolition.

E. Salvage of Existing Features

1. Prior to demolition, the commemorative plaques from the existing bridge will be salvaged for reinstallation on the new bridge or incorporated into the enhanced pedestrian and bicycling areas on Broad Causeway Island.

F. Public Education

1. After construction completion, a historical narrative will be prepared for a State Historical Marker (Marker) that will highlight the developmental history and creation of Bay Harbor Islands and the Broad Causeway Bridge and Island. The draft Marker text and location will be coordinated

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with the SHPO for review, as described in Stipulation VIII. The marker is to be placed on Broad Causeway Island near public amenities.

II. CITGO/1501 BROAD CAUSEWAY (8DA10436)

A. Replacement Bridge Design

1. The replacement bridge will be designed in a manner that avoids Citgo/1501 Broad Causeway (8DA10436) and minimizes the portion of the bridge that is directly over the structure.

2. The size and location of the supports on the replacement bridge will be minimized to keep the site viewshed as open as possible, allowing the waterway to be visible from as many vantage points as possible.

3. The replacement bridge will retain vehicular access from both the west- and eastbound lanes to Citgo/1501 Broad Causeway (8DA10436).

B. Other Design Elements

1. As part of the **Project**'s design, landscaping enhancements, along with pedestrian and bicycle trails, will be placed on Broad Causeway Island and near Citgo/1501 Broad Causeway (8DA10436) to support the continued use of the building.

III. BAY HARBOR ISLANDS HISTORIC DISTRICT (8DA10515)

A. Design Elements

1. Enhanced pedestrian and bicycle trails with landscaping will be provided as part of the **Project**'s design to enhance Broad Causeway Island and support its use as a public amenity.

B. Survey

1. An updated cultural resource survey of the historic district will be completed in order to fully evaluate its potential for listing in the NRHP. The survey will record all resources within the Town that are 50 years or more old with new or updated Florida Master Site File forms per Florida Division of Historical Resources Guidelines.

2. Recommendations for creating a local historic district will be proposed to help reduce the loss of contributing resources.

C. Public Education

1. In addition to the Florida Historical Marker recommended for placement on Broad Causeway Island (8DA21594), a second historical marker is to be

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developed and installed within the Town after construction completion, focusing on the developmental and architectural history of the Town. The draft Marker text and location will be coordinated with the SHPO for review, as described in Stipulation VIII.

IV. PROFESSIONAL STANDARDS

All archaeological and historic preservation work carried out pursuant to this Agreement shall be conducted by, or under the direct supervision of, a person or persons meeting the Secretary of the Interior's Professional Qualification Standards for Archaeology and Historic Preservation as set forth at 62 FR 33708-33723 (June 20, 1997).

V. DURATION

This Memorandum of Agreement (MOA) will expire if its terms are not carried out within 5 years from the date of execution or upon project acceptance, whichever comes first. Prior to expiration, the parties may agree to extend the timeframe for fulfillment of the terms by letter agreement.

VI. MOA DOCUMENTATION

A. The FDOT shall provide a summary of actions carried out pursuant to this MOA to the FDOT Office of Environmental Management (OEM) annually. The reporting period shall be the fiscal year from July 1st to June 30th and the summary shall describe the status of mitigation activities and, as applicable, any issues that may affect the ability of the FDOT to continue to meet the terms of this MOA, any disputes and objections received, and how they were resolved.

B. A Notice of Fulfillment will be prepared to summarize the implementation of the MOA after all stipulations have been fulfilled. This document will be submitted to OEM and SHPO for their files within six (6) months after completion of all MOA stipulations.

VII. POST-REVIEW DISCOVERIES

A. If properties are discovered that may be historically significant, or if unanticipated effects on historic properties are found, FDOT shall implement the Post Review Discovery Plan established in Stipulation IX of the September 27, 2023, Programmatic Agreement among the ACHP, SHPO, and FDOT (2023 PA).

B. In the unlikely event that human skeletal remains or associated burial artifacts are uncovered within the project area during construction, all work in that area must stop. The individual in charge of the activity that leads to the discovery must notify the Project Engineer and the FDOT District 6 Cultural Resources Coordinator per Stipulation X of the 2023 PA. The discovery must be reported to local law enforcement and the appropriate medical examiner. The medical examiner will determine whether the State Archaeologist should be contacted per the

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requirements of Section 872.05, Florida Statutes, and Rule 1A-44.004, Florida Administrative Code (FAC).

VIII. REVIEW STIPULATION

FDOT shall afford the SHPO and other consulting parties, including the federally recognized Tribes affiliated with Florida, a 30-day period for review and comment following the receipt of delivery of those submittals and reviews described above. If no comments are received by FDOT at the end of these 30 days, FDOT will presume there are no objections. Any objections to the findings or plans proposed in these submittals will be addressed in accordance with Stipulation IX below.

IX. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FDOT shall consult with such party to resolve the objection. If FDOT determines that such objection cannot be resolved, FDOT will:

A. Forward all documentation relevant to the dispute, including FDOT's proposed resolution, to the ACHP. The ACHP shall provide FDOT with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FDOT shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. FDOT will then proceed according to its final decision.

B. Make a final decision on the dispute and proceed accordingly if the ACHP does not provide its advice regarding the dispute within thirty (30) days. Prior to reaching such a final decision, FDOT shall prepare a written response that considers any timely comments regarding the dispute from the signatories to the MOA, and provide them and the ACHP with a copy of the written response.

C. Fulfill its responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

X. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. All signatories must signify their acceptance of the proposed changes to the MOA in writing within 30 days of their receipt. The amendment will be effective on the date a copy signed by all signatories is filed with the ACHP. In accordance with 36 CFR § 800.6(b)(7), if the ACHP was not a signatory to the original agreement and the signatories execute an amended agreement, FDOT shall file the amended agreement with the ACHP.

XI. TERMINATION

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If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories in an effort to amend the MOA per Stipulation X, above. If within thirty (30) days (or another time agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the **Project**, FDOT must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. FDOT shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by FDOT and SHPO and implementation of its terms is evidence that FDOT has taken into account the effects of this undertaking on historic properties per the requirements of Section 106 (Public Law 113-287 [Title 54 U.S.C. 306108]), and 36 CFR Part 800 (Protection of Historic Properties).

SIGNATORIES:

FLORIDA STATE HISTORIC PRESERVATION OFFICER

_____ Date_____

Alissa Slade Lotane
Director, Division of Historical Resources
State Historic Preservation Officer

FLORIDA DEPARTMENT OF TRANSPORTATION

_____ Date_____

Jennifer Marshall, P.E.
Director, Office of Environmental Management

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TOWN OF BAY HARBOR ISLANDS

_____ Date_____

Maria Lasday
Town Manager

DRAFT

CONCURRING PARTIES:

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT 6

_____ Date_____

[Name]
Director, Transportation Development

DRAFT

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 9.

ITEM: Consideration and **Approval** of a resolution approving a contract with Samsara for a term of five (5) years, in the amount of $24,043.50, for the purchase of an Automatic Vehicle Locating Service (AVL) to service 50 Town-owned vehicles, under the piggyback purchasing provisions, pursuant to Section 2-1.2(6) of the Town Code. Enclosed are the draft resolution and supporting documents.

DESCRIPTION:
Since 2021, with the approval of the council members, the town has been piggybacking off the agreement between the General Services Administration (GSA) and Samsara for the provision of real-time satellite tracking and vehicle driving behavior services. The Police Department has found these services to be highly successful and would like to continue utilizing their services.

RECOMMENDED ACTION:
Council's Discretion

FINANCIAL ANALYSIS:
Capital Projects Fund - Line Item 301.5210.400063.000 Improvements (Excluding Buildings). The total budget for FY 2023-24 is $111,000.00 and the remaining balance as of today is $106,744.00

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - Samsara
2.	samsara 2027

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A CONTRACT IN THE AMOUNT OF $24,043.50 WITH SAMSARA FOR A TERM OF FIVE (5) YEARS FOR THE PURCHASE OF AN AUTOMATIC VEHICLE LOCATING SERVICE FOR TOWN VEHICLES, UNDER THE PIGGYBACK PURCHASE PROVISION PURSUANT TO SECTION 2-1.2(6) OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, in February 2021, the IT Department researched fleet management solutions for 50 town-owned vehicles, including 28 law enforcement and 22 used by general employees; and

WHEREAS, after investigating a range of competitive products, which included Samsara, AT&T, and Trackstar, Samsara was selected to provide the automatic vehicle locating service for town vehicles based on reliability of technology, customizability, price, ease of use, and the option for cooperative purchasing; and

WHEREAS, Samsara provides second by second ping rate which allows real time tracking of vehicles over a satellite map; and

WHEREAS, the equipment continues to perform effectively, and staff would like to continue with the service; and

WHEREAS, Samsara is an existing service provider under the General Services Administration (GSA); and

WHEREAS, Section 2.1.2(6) of the Town Code allows for and facilitates contracting with a service provider which has been secured by another government entity (GSA); and

WHEREAS, the Town Council finds it is in the Town's best interest to piggyback off of the GSA contract for the purchase of an automatic vehicle locating services for all town vehicles.

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

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

Section 2. The Town Council hereby approves the piggyback purchase with GSA for an automatic vehicle locating service for the town vehicles, in accordance with the agreement in substantially the form attached hereto as Exhibit A, provided the same is accomplished strictly in accordance with the Town’s purchasing regulations.

Section 3. 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 4. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 8th day of May 2024

_____
JOSHUA D. FULLER, MAYOR

ATTEST:

_____
YVONNE P. HAMILTON, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: http://www.gsaadvantage.gov

MULTIPLE AWARD SCHEDULE

LARGE CATEGORY F – INFORMATION TECHNOLOGY

CONTRACT NUMBER:
GS-35F-327GA

PERIOD COVERED BY CONTRACT:
MARCH 28, 2022 TO MARCH 27, 2027

Samsara Inc.
350 Rhode Island ST 4TH FL S Bldg
San Francisco, CA
https://www.samsara.com/

CONTRACTOR'S ADMINISTRATION SOURCE:
Sean Baker
(P) 415-741-1590
(F) 415-604-0269
legal@samsara.com

Price List Current through Modification #**PO-0026**, effective **06/27/2022**

Business Size: **Other than Small Business**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CUSTOMER INFORMATION
Samsara Inc.

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

33411	Purchase of New Equipment
518210C	Cloud and Cloud-Related IT Professional Services
OLM	Order Level Materials (OLM)

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN**: See attached pricelist.

1c. **HOURLY RATE (Services Only):** Not Applicable

2. **MAXIMUM ORDER*:**

33411	$500,000
518210C	$500,000
OLM	$250,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404.

3. **MIMINUM ORDER:** $100.00

4. **GEOGRAPHIC COVERAGE:** Domestic, 50 States, DC, Puerto Rico and US Territories.

5. **POINT(S) OF PRODUCTION:** USA, Taiwan

6. **DISCOUNT FROM LIST PRICES:** GSA Net Prices Listed Below

7. **QUANTITY DISCOUNT(S):** None

8. **PROMPT PAYMENT TERMS:** None

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS:** None

10a. **TIME OF DELIVERY:** 30 days

10b. **EXPEDITED DELIVERY:** Contact Company Administrator.

Items available for expedited delivery are noted in this price list.

10c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact Company Administrator

10d. **URGENT REQUIREMENTS**: Contact Company Administrator

11. **FOB POINT:** Destination

12a. **ORDERING ADDRESS:** Same as Contractor's address

12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information onBlanket Purchase Agreements (BPA's) are found in FAR 8.405-3

13. **PAYMENT ADDRESS:** Same as Contractor's address

14. **WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

15. **EXPORT PACKING CHARGES:** N/A

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable).** N/A

17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTSAND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

22a. **SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

22b. **Section 508 Compliance for EIT:** N/A

23. **UNIQUE ENTITY IDENTIFIER (UEI):** NL4CX1HPVJX5

24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active

Pricelist
Samsara Inc.

SIN	MFR PART NO	PRODUCT NAME	GSA OFFER PRICE w/IFF
33411	ACC-BJ1939-2Y1	VG34 J1939 screw cable 2016+	$46.90
33411	ACC-BJ1939-2Y2	VG34 J1939 jam/nut cable 2016+	$46.90
33411	ACC-BJ1939-VM	VG34 cable - Volvo/Mack OBDII	$46.90
33411	ACC-BJ1939-Y1	VG34 J1939 screw mount cable	$46.90
33411	ACC-BJ1939-Y2	VG34 J1939 jam mount cable	$46.90
33411	ACC-BOBDII-Y1	VG34 OBDII J1962 L-mount cable	$46.90
33411	ACC-BOBDII-Y2	VG34 OBDII J1962 clip cable	$46.90
33411	ACC-BPC	VG34 direct-wire non-diagnostic power cable	$46.90
33411	ACC-CIG-LIGHT	Cig Lighter Cable	$46.90
33411	ACC-CRGO	Wireless Cargo Sensor	$94.76
33411	ACC-CU-BBDC	BB Cable	$46.90
33411	ACC-DM11	Wireless Door Monitor	$94.76
33411	CBL-AG-A7WY	AG 7-way Trailer Cable Harness	$46.90
33411	CBL-AG-APWR	AG Non-Trailer Power Cable Harness	$46.90
33411	CBL-AG-ARFR	AG Reefer Trailer Cable Harness	$238.34
33411	CBL-VG-BJ1708	VG34 J1708 Screw-Mount Cable	$46.90
33411	HW-AG24	Asset Gateway	$238.34
33411	HW-AG41	Unpowered Asset Tracker	$123.48
33411	HW-CM12	Front-Facing Connected Dash Camera	$190.48
33411	HW-CM22	Internet-Connected Dash Camera	$334.06
33411	HW-HM11	Machine Health Monitor	$573.35
33411	HW-IG11	Industrial IoT Gateway	$1,913.40
33411	HW-VG34	Vehicle IoT Gateway, model VG34	$94.76
518210C	LIC-AG2-ENT	1-Month License for Asset Gateways	$14.36
518210C	LIC-AG4-ENT	1-Month License for Unpowered Asset Tracker	$8.61
518210C	LIC-CM1-ENT	1-Month License for Camera Module	$31.91
518210C	LIC-CM2-ENT	1-Month License for Camera Module	$47.86
518210C	LIC-HM-ENT	1-Month License for Machine Health Monitor	$4.79
518210C	LIC-IG-ENT	1-Month License for IG-Series Industrial IoT Gateways	$15.95
518210C	LIC-WIFI-DATA	WiFi Hotspot - 500MB Additional Data, 12MO	$9.57
518210C	SAMSARA-CUST	Installation Service	$75.57
33411	ACC-2A12-WW	Worldwide 12V AC/DC Adapter	$ 27.76
33411	ACC-AOBDII	OBD II (J1962) Quick-Install DIiagnostics Harness	$ 8.61
33411	ACC-APC	Direct-Wire Non-Diagnostic Power Cable	$ 46.90
33411	ACC-CT-1500A	1500 AMP CURRENT TRANSFORMER	$ 381.91
33411	ACC-CT-200A	200 AMP CURRENT TRANSFORMER	$ 46.90
33411	ACC-CT-3000A	3000 AMP CURRENT TRANSFORMER	$ 477.63
33411	ACC-CT-400A	400 AMP CURRENT TRANSFORMER	$ 94.76

~~SIN~~	MFR PART NO	PRODUCT NAME	GSA OFFER PRICE w/IFF
33411	ACC-CT-800A	800 AMP CURRENT TRANSFORMER	$ 190.48
33411	ACC-DRIVERID	DRIVER ID TOKEN	$ 9.56
33411	HW-AG15	TRAILER TRACKING ASSET GATEWAY	$ 238.34
33411	HW-EM11	WIRELESS ENVIRONMENTAL MONITOR	$ 94.76
33411	HW-EM12	WIRELESS MONITOR WITH TEMPERATURE PROBE	$ 133.05
33411	HW-EM21	WIRELESS ENVIRONMENTAL MONITOR	$ 94.76
33411	HW-EM22	WIRELESS MONITOR WITH TEMPERATURE PROBE	$ 133.05
33411	HW-GW22	INDUSTRIAL GATEWAY	$ 477.63
33411	HW-IM31	ANALOG CURRENT-SENSING INPUT MODULE, 4-20MA	$ 94.76
33411	HW-IM32	ANALOG VOLTAGE-SENSING INPUT MODULE, 0-30V	$ 94.76
33411	HW-IM33	DISCRETE VOLTAGE-SENSING INPUT MODULE	$ 94.76
518210C	LIC-EM-ENT	1-MONTH LICENSE FOR ENVIRONMENTAL MONITORS	$ 4.79
518210C	LIC-GW-ENT	1-MONTH LICENSE FOR INDUSTRIAL IOT GATEWAYS	$ 31.91
518210C	LIC-IM-ENT	1-MONTH LICENSE FOR INPUT MODULES	$ 4.79
518210C	LIC-VG-ENT	1-MONTH LICENSE FOR VEHICLE IOT GATEWAYS	$ 31.91

Samsara Terms of Service
Last Updated: April 2021

Welcome to Samsara. Please read these Terms of Service (the "**Terms**") carefully because they govern your use of our products and services. The Customer, together with Samsara, are referred to as the "**Parties**".

1. Definitions.

1.1 "**Account**" means the accounts Customer creates, via the Hosted Software, to access Customer Data.

1.2 "**Affiliates**" means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 "**Apps**" means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 "**Authorized User"** means Customer's employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 "**Customer**" or "**you**" means an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time.

1.6 "**Customer Data**" means data captured by Customer's use of the Hardware, data submitted by Customer or by a third party on Customer's behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.7 "**Documentation"** means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.8 "**Firmware**" means software embedded in or otherwise running on the Hardware.

1.9 "**Hardware**" means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer has purchased, received for a free trial, or has otherwise acquired via an Order Form.

1.10 "**Hosted Software**" means Samsara's web-based software platform, including the interface accessed online at cloud.samsara.com.

1.11 "**License Expiration Date**" means the later of (i) the license termination date specified in the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you ("**Initial Term**"), and (ii) if applicable to such contract the end of the then-active Renewal Term (as defined below).

1.12 "**Malicious Code**" means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.13 "**Order Form**" means the quote executed by the Customer describing the purchase of Samsara Products and licenses issued by Samsara, or the associated Task/Purchase Order.

1.14 "**Pre-Launch Offerings**" means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.

1.15 "**Products**" means the Hardware and Services.

1.16 "**Professional Services"** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.17 **"Refund"** means an amount refunded to the Customer pursuant to these Terms equal to (i) pre-paid fees for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.18 "**Samsara Software**" means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with these Terms, and Support Services.

1.19 "**Samsara Software Systems**" means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.20 "**Services**" means the Samsara Software and Professional Services.

1.21 "**Support Services**" means the customer support services described at www.samsara.com/support, and Documentation, but excluding any Professional Services.

2. Agreement to Terms. By executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you have entered into a separate contract with Samsara with respect to your purchase of Products or under which Products are made available to you, to the extent there is a conflict between such separate contract with Samsara and these Terms, such separate contract with Samsara shall prevail. References to "you" and "your" in these Terms refer to that company or other legal entity, our Customer. You may not use the Products if you are our direct competitor, as determined in our sole discretion, except with our prior written consent.

3. Changes to Terms or Services. Samsara may modify the Terms at any time, in our sole discretion. If Samsara does so, Samsara will inform you by posting the modified Terms to the Services or our website or through other communications with you, our Customer. It's important that you review the Terms whenever Samsara modifies them. If you don't agree to be bound by the modified Terms, then you may not continue to use the Products. For revisions that will materially change the terms of the contract, the revised Terms must be incorporated into the contract using a bilateral modification.

4. License. Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software in accordance with the Documentation, until the License Expiration Date for the applicable Order Form or the earlier termination of such Order Form or these Terms. The Support Services and the Hosted Software SLA at https://www.samsara.com/hosted-software-sla are included as part of the license grant and contingent upon a valid license. The Firmware license for each

item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software.

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; (xi) use the Samsara Software to store or transmit infringing, libelous, defamatory, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. Termination of Federal contracts subject to the following FAR and GSAR provisions will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any equipment into which Hardware is installed. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any equipment into which Hardware is installed. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the equipment into which Hardware is installed can lead to damage of such equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please visit https://www.samsara.com/support/hardware-warranty.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting the Products or Services you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without replacing them with an updated version or newer model, you may request a Refund. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Except to the extent Customer is prohibited from taking on the following

obligations under applicable Federal law, should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to assume all risk, and waive and release Samsara from any claims, liabilities, damages, and losses, arising from or related to, directly or indirectly, the Pre-Launch Offerings; and (ii) Customer agrees to, without limitation as to amount, defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms

7.3 Feedback. Customer agrees to provide all feedback reasonably requested by Samsara regarding the Products and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery. Customer's payment and billing terms are set forth in the applicable GSA Schedule contract between the Parties ("Schedule Contract"). Unless otherwise set forth herein or in the applicable Schedule Contract or Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Except to the extent Customer provides sufficient documentation to Samsara establishing its tax-exempt status for such taxes, Customer is responsible for all payments of applicable taxes, however designated or incurred under these Terms, that are invoiced to Customer in accordance with applicable law. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Services. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Samsara Software (i) in order to provide the Samsara Software to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Samsara Software. Such use shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any

time through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If these Terms terminate or expire and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with these Terms and (ii) no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights. EXCEPT TO THE EXTENT CUSTOMER IS PROHIBITED FROM TAKING ON THE FOLLOWING OBLIGATIONS UNDER APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

11. Confidentiality.

11.1 Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing thereof, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, address book or CRM data, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any agents of receiving Party in performing under these Terms under reasonable confidentiality obligations); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, provided that the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under these Terms. Except for the express rights

granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Customer owns the Hardware on which the Firmware is recorded, but Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Wifi Data Usage. The Enterprise Vehicle Gateway License (LIC-VG-ENT) includes up to 500 MB per month of WiFi data. No other Vehicle Gateway license includes WiFi data, unless identified otherwise in the applicable Order Form together with the magnitude of data included. Connectivity between the Vehicle Gateway and Samsara Services does not count towards the monthly WiFi data provision. Samsara reserves the right to limit access to personal entertainment streaming services. Data usage above the monthly threshold may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of HOS Logs. Customer may track data usage from the Gateways page within the Settings section of the Samsara dashboard.

14. Links to and Integrations with Third Party Products or Services. The Products may contain links to and/or integrate with third party websites, resources, products and/or services. SAMSARA PROVIDES THESE LINKS AND INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE. Samsara is not responsible for the content, functionality, or availability of such third party products and/or services. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third party websites, resources, products and/or services and any links or integrations made available thereto.

15. Publicity. Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent.

16. Term. The term of these Terms begins upon the date governed by the Schedule Contract and associated GSA task/purchase order with Samsara that is consistent with the associated Order Form provided by Samsara for such purchase ("Task/Purchase Order"), a Samsara reseller, or any other entity or individual for the purchase of Products or and shall continue until (i) the License Expiration Date in accordance with such Task/Purchase order, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.

16.1 Renewal. Please email renewals@samsara.com for any questions regarding automatic renewal.

16.2 Termination. Except to the extent prohibited by applicable law, either Party may terminate these Terms or any Order Form upon material breach thereof by the other Party, if such breach remains uncured for a period of thirty (30) days following receipt of written notice of such breach from the non-breaching Party. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date. Termination of Federal contracts subject to the following FAR and GSAR provisions will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73.

16.3 Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21

(General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Samsara makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. For more information about the Samsara Hardware warranty, please visit https://www.samsara.com/support/hardware-warranty. This clause does not limit or disclaim any of the warranties required under applicable law and specified in the GSA Schedule Contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

18. Limitation of Liability.

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies required under applicable law and provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

18.2 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS ($100). This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies required under applicable law and provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

18.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution. All disputes will be settled in accordance with the Contract Disputes Act, 41 USC 7101-7109, or the Federal Tort Claims Act. All disputes relating to these License Terms are subject to Federal Acquisition Regulation 52.233-1.

20. Governing Law. These Terms and any action related thereto will be governed by the laws of the United States to the extent required by applicable law, and by the laws of the State of California otherwise.

21. General Terms.

21.1 Miscellaneous. These Terms represent an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). To the extent these Terms conflicts with the terms of the Schedule Contract, the terms of the Schedule Contract will prevail to the extent required under applicable law. Order of precedence will be determined consistent with FAR 52.212-4(s) to the extent required under applicable law. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their successors and permitted assigns. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

21.2 Assignment. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the prior written consent of the other party. Any attempt to assign or transfer this Agreement without such consent will be null and void. Subject to the foregoing, this Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of you and us. Assignment by Samsara is subject to FAR 52.232-23 "Assignment of Claims" and FAR 42.12 "Novation and Change-of-Name Agreements".

21.3 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com.

21.4 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

21.5 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

21.6 Financed Purchases. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under these Terms. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach these Terms or the terms of the Financing Agreement. Any Refunds issued by Samsara under these Terms for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement.

21.7 Contact Information**.** If you have any questions about these Terms or the Products, please contact Samsara at info@samsara.com or by mail at 1990 Alameda St., 5th Floor, San Francisco, CA 94103.

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 10.

ITEM: Consideration and **Approval** of a request for a revision of a new commercial mixed use building for “1177 Bay Harbor Islands, LLC” located at 1177 Kane Concourse, Lots 5-8 / Block 21 & Lots 6-14/ Block 21. A site development plan for the new commercial property was approved by the Planning & Zoning Board on August 20, 2019. The owner is requesting an increase from 54 dwelling units to 66 units. Also, they are submitting the east facade for review and approval. The Town's DRB reviewed & approved the 2024 Revisions by a 6-0 vote on 4/16/24, subject to the Town Planner's and staff's conditions. However, the Board strongly felt the 2023 east building facade design (score line rectilinear pattern) was preferable to the applicant's proposed 2024 design (paint). Enclosed are supporting documents.

DESCRIPTION:
In January 2024 the developer contacted Town staff to discuss some new desired refinements, including a DU increase based on initial consumer reaction to the 54 DU design/costs. In late January 2024 the property owner (1177 Bay Harbor Islands, LLC) submitted a revised Site Development Plan application, designed by the Arquitectonica firm. The revised 2024 plans consist at this time of 66 dwelling units (originally 90/2023 Revisions 54), 98,445 sq. ft. of office use, 4,881 sq. ft. of restaurantIoutdoor cafe use, and 9,305 sq. ft. of retail use. The building is a "U" shaped modem architecture design dominated by glass and protruding rectangular designs; the open center facing West Bay Harbor Drive has a landscaped courtyard on the 2nd level connecting the commercial and residential portions of the building. The retail and restaurant components front Kane Concourse with transparent storefronts as required and outdoor dining space with four (4) stories of office above for a total of five (5) stories with rooftop canopy and landscaping. The residential portion of the building fronts 9 Street with seven (7) floors of residential over a lobby with a rooftop recreational area as required and parking, accessory uses that support the residential units, and ground level parking are underneath the building. There are seven (7) levels of parking garage on the east side of the property. Due to the proposed change in the number of DU some of the residential floor layouts have changed, as have some features (balconies/windows) on the north residential building facade to align with the interior floor layout changes. The proposed design revision with 66 dwelling units will still be condos vs. rentals and consist of four (4) dwelling unit types: 1-BR / 1.5 Bath units= 21 DU; 2-BR / 2.5 Baths = 26 DU; 3-BR / 3.5 Baths = 18 DU; 4-BR / 4.5 Baths = 1 DU. All of the units meet & exceed the Town's minimum square footage requirements (both pre-2019 and post-2019 sizes).The developer is also proposing some revisions to the 2nd Level recreational deck between the North/ South towers. Finally, per the June 2023 Town Council directive, the developer submitted their new preferred east building facade architecture enhancements.

The Town's DRB reviewed & approved the "2024 Revisions" by a 6-0 vote on 4/16/24, subject to the MMPA staff conditions. However, the DRB strongly felt the 2023 east building facade design (score line rectilinear pattern) was preferrable to the applicant's proposed 2024 design (paint).

The site is comprised of ten (10) platted lots and includes the now vacated portion of the Town's platted 20' alley in Block 21. The existing alley corridor is being maintained for access to the parking areas, loading areas and utilities under the building from W. Bay Harbor Drive to Bay

Harbor Terrace. A replacement access I utility easement under the building located at the east end of the property with a large turning radius now exists to 97th Street. The former alley opening to W. Bay Harbor Drive is being modified to a right tum out only. Along Kane Concourse three (3) existing parking spaces are proposed to be used for valet drop-off, which requires an agreement with Town. As required by the Code there is a pedestrian walkway from Kane Concourse through the building to the parking and valet area to the rear under the building.

On 97th Street there is a lobby pick-up and drop-off area for the residential portion of the development with two (2) guest spaces located near the street. At that pick-up / drop-off area there is enough room for a vehicle to be temporarily parked and another vehicle can pass. A waiver was granted for the location of some of the guest spaces (garage), as there are 10 lots so technically 1O guest spaces are required to be placed "in the front setback" - but only 2 are provided within this setback - the balance will be in the parking garage. The entrance to the parking garage is from 97th Street between the pick-up / drop off area and the new alley access easement. The plans show the paver sidewalk system on WBHD being continued onto 97th Street to the eastern limits of the project. WBHD is shown to be modified by eliminating the on-street parking spaces & bicycle station with the streetscape altered with the Town's required street trees.

The applicant requested & received a shared parking / parking reduction for this mixed-use development and submitted a study with the original application. The revised application includes an updated Traffic Impact Report and an updated Shared Parking Reduction Study. Pursuant to Code requirements 553 parking spaces are required based on the revised design but based on shared parking principles about 407 spaces should be sufficient to satisfy their parking demand. The updated Plummer Parking Study states 438 spaces are needed, and 522 spaces are provided. There is flexibility and estimates are being made regarding restaurant and retail space buildouts. The updated Plummer & Associates Shared Parking Study was modified as requested to include the most recent data noted in the revised Site Development Plan drawings and applicant letter.

The Town's records indicate that the site was previously developed with an office building. The survey indicates the total area of the ten lots, including the alley proposed to be vacated, is 84,942 sq. ft. / 1.95 acres in size. This would allow a maximum of 66 dwelling units on the property at the maximum allowable base density of 34 DU/AC. The latest revised proposal is to build 66 DU (33.8 DU/AC) which would not require the developer to acquire any TDR units. However, the original approved design included up to 90 DU, so the Town deeded 24 TDR units to the developer as part of the 2020 Developer Agreement negotiations for the 1O' building height increase. The Town received a waterfront park site and funds ($500,000) to assist in its development, and other concessions. Technically via the Complan I Code no party may receive/ hold TDR units unless they are being used in the development. In this case due to the DU decrease from 90 DU to 66 DU there is no need for the previous Town TDR transfer. However, the landowner wishes to retain the development rights for 90 DU for future project flexibility.

The site was formerly known as the "Taplin" property that changed ownership in late 2016. It was previously partially developed with an office building that totaled 21,078 sq. ft. that was demolished in mid-2017. Since 2004+/- the Town has undertaken numerous studies and Code modernizations / updates in virtually all land areas. The Comprehensive Plan was updated which included a system to allocate / monitor residential density allocations in multi-family areas due to errors in the original plan. This system has proved to be extremely useful to the community's property owners and the Town by generating revenue from the sale of TDR units. In 2002 a

Town Charter limit was adopted limiting the height of buildings to 75 feet, unless a specific proposal was submitted to the electorate for a vote.

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

In 2005-06 the Town refined those design concepts and adopted a series of Land Development Regulation modifications to the renamed B-1 Business District. Mixed land uses (commercial/ residential) have been allowed in the B-1 District since the district rules were written in the 1950s. Prior to the 2006 Code update the business district limited building heights to six (6) stories. At that time there was no definition as to what height constituted a» story" - this was added later at a maximum of 10 feet per floor - due to community concerns with excessive building height. The Bermello Ajamil Downtown Study recommended the commercial building heights be set at 75'. However, the Glatting Jackson Community Visioning Study recommended maintaining the 6-story limit. The Town Council at the time of adoption decided to remove the "story" limitation and set maximum building height at 65', allowing a project designer the freedom to create varying interior floor heights. Town staff/ MMPA were not opposed to the 75' limit, as we were more concerned with the uncertain 6-story limit. Some of the main reasoning given was the existing low-scale of the buildings along the roadway and the fact that the height limit in the adjoining RM-2 Multi-family District areas north of 97th Street and south of 95th Street are 65'. It was felt the non-Kane Concourse frontage sites would be parking facilities or residential uses. The district has special setbacks for residential uses along those streets.

In response to a request from the owner's representatives to consider amending the Town Code to allow buildings to be a maximum of 75 feet, the Town Council, on January 8111, 2018, adopted Ordinance No. 1018 creating a Public Benefrts Program. The program can allow a building height of 75 feet in exchange for participation in the program by providing certain public benefits found appropriate by the Town Council in order to achieve high-quality commercial, office or mixed-use developments with proper floor-to-ceiling heights.

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

On February 8th, 2024, the Town's DRC staff met and discussed the latest revised project design. All DRC plan corrections were made; therefore, the project was approved to move ahead to the Design Review Board (ORB) for consideration.

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

Subsequent to Design Review Board approval, if the proposed structure or project 1s not constructed in substantial conformity with the plan proposed and approved by the Design Review Board, no certificate of occupancy shall be issued, and a fine may be levied against a real property owner in an amount not to exceed $250.00 per day per unit for each day of continued violation. And in the event that a certificate of occupancy has been issued previously, it shall be subject to revocation and no further occupancy shall be permitted until the proposed structure or project is brought into substantial conformity with the plan approved by the Design Review Board. Provided further, in the event that occupancy is not discontinued, then a fine shall be levied in an amount up to of $250.00 per day per unit for each day of continued occupancy until the proposed structure or project is brought into substantial conformity with the plan approved by the Design Review Board. The Town Manager, or their designee, may approve minor modifications to the final working plans and building permit plans that do not significantly alter the original design in order to meet building or fire codes, or other project refinements, provided the modifications do not conflict with any conditions of approval imposed by the Design Review Board or Town Council, and are otherwise in substantial conformity with the approved plans".

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

SUMMARY/ SUGGESTED CONDITIONS OF APPROVAL

The latest revised Site Development Plans submitted for the construction of a new mixed-use development complex located at 1177 Kane Concourse meet or exceed all Town Land Development and Landscape Code requirements. The applicant submitted plans that were reviewed & commented on by the Town, and all previous comments I issues have been addressed by the current plans. Following are recommended comments and conditions of approval based on the latest revised plans received from the architect on Jan. 25,2024, submitted to the Town for consideration:

This approval is based on the latest revised Site Development Plans prepared by Arquitectonica, dated 1/25/24, and signed-off by the DRC staff on 2/08/24, as well as any required modifications stated herein, and modifications required by the Design Review Board (ORB) or Town Council. Any substantial changes desired after the Design Review Board's / Town Council's approval may require separate approvals from the Town staff and/or Design Review Board & Town Council as specified by Code.

Based on the revised request for 66 DU - "O" TOR units are required. As the site is 1.95 acres, a max. of 66 DU are allowed by right (34 DUA base density) per Sec. 23-11(81)(11). However, the original 2020 Town approval allowed up to 90 DU; therefore, the Town deeded 24 TOR units to the developer. Due to the building height increase a Developer Agreement was required via the Town's Public Benefit Program. If the Town approves this new site modification the developer seeks to retain the 24 public TDRs. The developer has stated they desire to keep the rights to the 90 DU for future project flexibility. MMPA recommends the 2024 Town approval include a provision that allows the Town to administratively approve DU quantity adjustments based on the Development Agreement limit (90 DU), to accommodate the initial DU sales and future occupant flexibility (combine/ split/ reconfigure/ adjust interior sq. ft.).

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:
There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BHI 1177 KC MXD 2024 Rev TC Staff Report April 30 2024
2.	2024.03.11_ Bay Harbor Town Comparison (002)
3.	BHI 1177 KC MXD Rev 2024 DRB Staff Report April 2 2024
4.	SPR24-000004 DRB Application
5.	1177 LOI 2.21.2024
6.	Jan 30 2024_ Shared Parking Analysis Final
7.	1177 KC DRB Set 4.16.2024
8.	2024.05.03_ Bay Harbor Town Comparison

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

TOWN OF BAY HARBOR ISLANDS COMMUNITY DEVELOPMENT MEMORANDUM

To: Mayor & Town Councilmemebrs
Town of Bay Harbor Islands

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

From: Michael J. Miller, AICP
Consultant Town Planner

Date: April 30th, 2024

Subject: Site Development Plan Application – 2024 Revisions
1177 Kane Concourse Mixed Use Development
Increase DU from 54 to 66 / 98,455 Sq. Ft. Office / 14,186 Sq. Ft. Comm.
Bay Harbor Islands Acct. No. SPR23-000005
MMPA Acct. No. 01-0702-1063D

RECOMMENDED ACTION

MMPA recommends the Town Council review the contents of this staff report, the most recent revised Site Development Plans, and the Design Review Board's recommendation, and if felt to be acceptable, **APPROVE** the plans as submitted or with modifications, as deemed appropriate and/or with conditions, that would approve several revisions deemed significant by staff to the original Site Development Plan approved by the P&Z Board (now DRB) on 8/20/19 (Res. No. 2185), and subsequently by the Town Council on 1/07/20 (Ord. No. 1042), and the applicant's 2023 revisions approved by the DRB on 5/02/23 and subsequently by the Town Council on 6/14/23, to allow the construction of a new mixed-use development located at 1177 Kane Concourse. It is recommended the suggested conditions listed in the summary section of this report be included.

GENERAL PROJECT INFORMATION

Land Use Designation: C – Commercial
Zoning District: B-1 Business District
General Location: 1177 Kane Concourse

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

PROJECT DESCRIPTION / HISTORY

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

The Town subsequently received / reviewed / issued Building Permit plans for this development based on the original plans on November 1st, 2022. MMPA / staff reviewed the Building Permit plans prior to issuance to confirm consistency with the PZB (DRB) / TC approved plans, Code requirements and conditions of approval. Building permits were issued and the project is now under construction.

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

The Town's Design Review Board (DRB) reviewed and approved the "2023 Revisions" by a 4-0 vote on May 2nd, 2023, subject to the recommended staff conditions and additional conditions. The Town Council reviewed and approved the "2023 Revisions" on June 14th, 2023, by a 4-2 vote subject to the recommended conditions. The Town Council also requested that the east building façade architecture be re-examined for possible enhancements. Staff worked with the developer for some time to develop a possible acceptable enhanced east building façade, which is included.

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The Town's DRB reviewed & approved the "2024 Revisions" by a 6-0 vote on 4/16/24, subject to the MMPA staff conditions. However, the DRB strongly felt the 2023 east building façade design (score line rectilinear pattern) was preferrable to the applicant's proposed 2024 design (paint).

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

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REVISIONS TO PREVIOUSLY APPROVED SITE DEVELOPMENT PLANS

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

On February 8th, 2024, the Town's DRC staff met and discussed the latest revised project design. All DRC plan corrections were made; therefore, the project was approved to move ahead to the Design Review Board (DRB) for consideration.

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

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

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

COMPREHENSIVE PLAN / ZONING

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

Land Development Regulations / Zoning Code – The property has a Zoning classification of B-1, Business District. The maximum building height allowed in this area is 65 feet (measured from BFE + 1' FBC freeboard to top of main roof deck), with 75 feet maximum possible through participation in the Town's Public Benefits Program. The original 2020 project was approved with a 75-foot height and a Development Agreement was used. The proposed use of the property is consistent with this zoning classification. The revised site design is now consistent with the Code provisions.

PLATTING

Although the site does not require re-platting pursuant to §11-22, as the site is currently platted as described above, staff originally recommended that a new replat be prepared to simplify the site boundaries and alley vacation / easement dedication. However, the Town has agreed to an alternative form of Unity of Title (Covenant in Lieu) to legally tie the lots together prior to the issuance of building permits. This document was prepared and is now recorded.

BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

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

Due to the type of requested plan modifications, the Town Manager / Building Official determined that the Design Review Board & Town Council will need to re-review / re-approve the new 2024 modifications.

SUMMARY / SUGGESTED CONDITIONS OF APPROVAL

The latest revised Site Development Plans submitted for the construction of a new mixed-use development complex located at 1177 Kane Concourse meet or exceed all Town Land Development and Landscape Code requirements. The applicant submitted plans that were reviewed & commented on by the Town, and all previous comments / issues have been addressed by the current plans. Following are recommended comments and conditions of approval based on the latest revised plans received from the architect on Jan. 25th, 2024, submitted to the Town for consideration:

1. This approval is based on the latest revised Site Development Plans prepared by Arquitectonica, dated 1/25/24, and signed-off by the DRC staff on 2/08/24, as well as any required modifications stated herein, and modifications required by the Design Review Board (DRB) or Town Council. Any substantial changes desired after the Design Review Board's / Town Council's approval may require separate approvals from the Town staff and/or Design Review Board & Town Council as specified by Code.

2. Based on the revised request for 66 DU - "0" TDR units are required. As the site is 1.95 acres, a max. of 66 DU are allowed by right (34 DUA base density) per Sec. 23-11(B1)(11). However, the original 2020 Town approval allowed up to 90 DU; therefore, the Town deeded 24 TDR units to the developer. Due to the building height increase a Developer Agreement was required via the Town's Public Benefit Program. If the Town approves this new site modification the developer seeks to retain the 24 public TDRs. The developer has stated they desire to keep the rights to the 90 DU for future project flexibility. MMPA recommends the 2024 Town approval include a provision that allows the Town to administratively approve DU quantity adjustments based on the Development Agreement limit (90 DU), to accommodate the initial DU sales and future occupant flexibility (combine / split / reconfigure / adjust interior sq. ft.).

3. The original 2020 & revised 2023 eastern building façade, and 2024 proposed revised eastern building façade are entirely subjective and a matter of acceptable appearance. As the eastern building facade is essentially a "zero lot line" and the building is under construction, no encroachments such as architectural features can be applied. Therefore, the applicant's study has been to improve the appearance by utilizing the original score lines with new paint features. If the DRB / TC does not approve the requested alternative design, a design acceptable to the Town must be submitted and approved prior to installation.

4. All of the original conditions of approval listed in the Town's 2019 PZ Board Site Development Plan approval (Resolution No. 2185) and Town Council's Public Benefits Program / Developer Agreement terms (Ordinance No. 1042), as well as the 2023 revisions, shall remain in full force and affect, unless modified herein.

5. If the Town's DRB / TC approves this modified Site Development Plan, the new plans will supersede the previous Town approvals and the previous project will be null and void (so there are not 3 different Site Development Plans approved for this site).

1177 KANE CONCOURSE
EAST ELEVATION MODIFICATIONS COMPARISON



1177 Kane Concourse

Bay Harbor Islands, FL 33154

MARCH 11TH 2024

TOWN COUNCIL FINAL APPROVED SET

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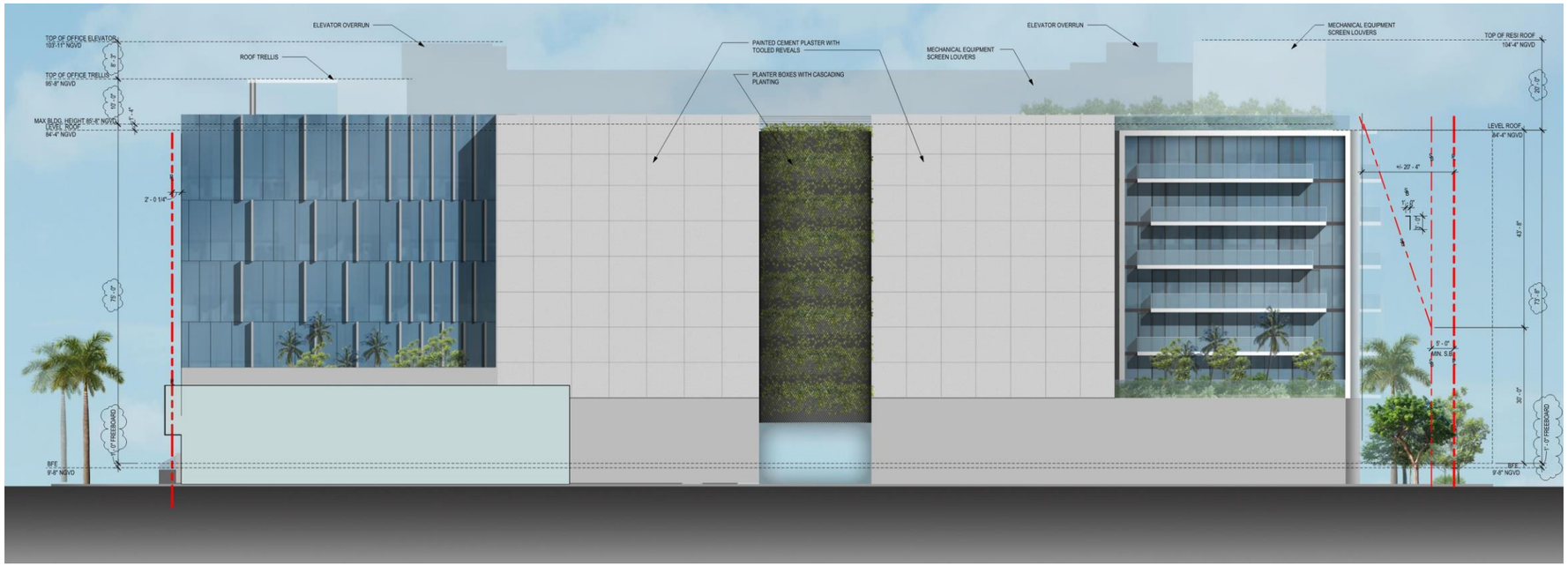
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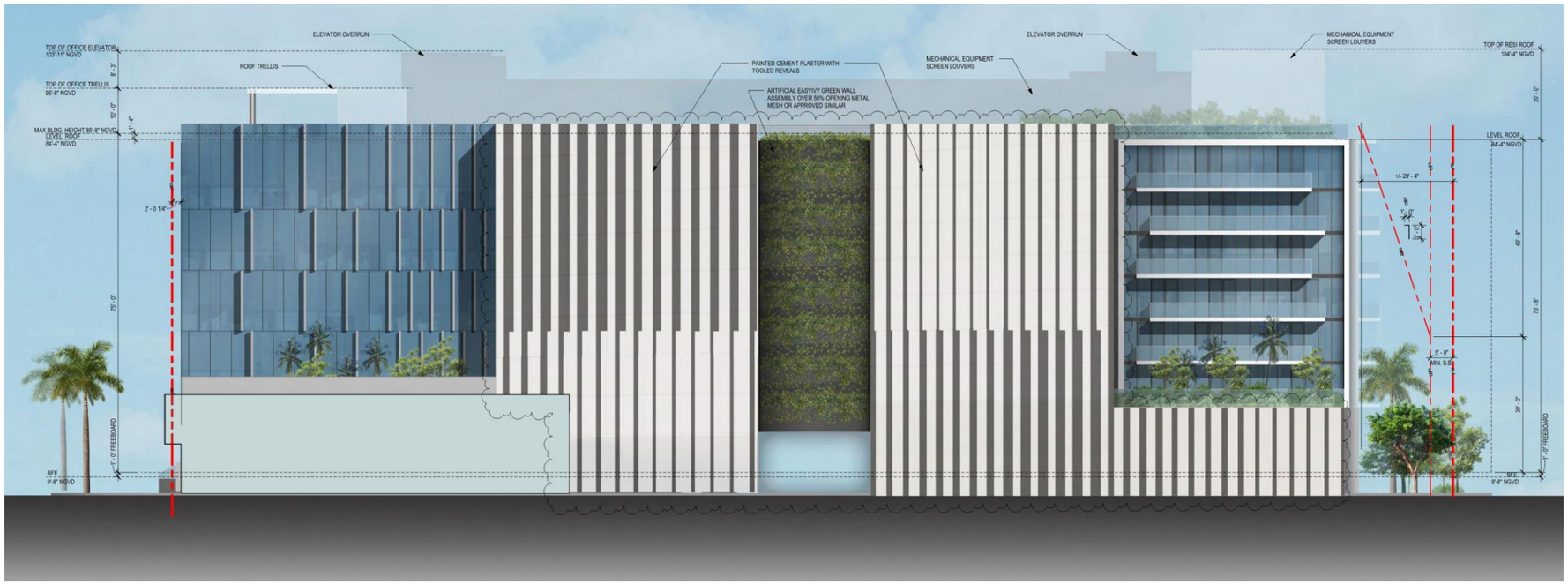
Landscape Architect:
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EAST ELEVATION
2023 PROPOSAL



EAST ELEVATION
PROPOSED CHANGES



MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

TOWN OF BAY HARBOR ISLANDS COMMUNITY DEVELOPMENT MEMORANDUM

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

From: Michael J. Miller, AICP
Consultant Town Planner

Date: April 2nd, 2024

Subject: Site Development Plan Application – 2024 Revisions
1177 Kane Concourse Mixed Use Development
Increase DU from 54 to 66 / 98,455 Sq. Ft. Office / 14,186 Sq. Ft. Comm.
Bay Harbor Islands Acct. No. SPR23-000005
MMPA Acct. No. 01-0702-1063D

RECOMMENDED ACTION

MMPA recommends the Design Review Board (DRB) review the contents of this staff report, the most recent revised Site Development Plans dated January 25th, 2024, and if felt to be acceptable, **APPROVE** the plans as submitted or with modifications, as deemed appropriate and/or with conditions, that would approve several revisions deemed significant by staff to the original Site Development Plan approved by the P&Z Board (now DRB) on August 20th, 2019 (Res. No. 2185), and subsequently by the Town Council on January 7th, 2020 (Ord. No. 1042) to allow the construction of a new mixed-use development located at 1177 Kane Concourse. It is recommended the suggested conditions listed in the summary section of this report be included.

GENERAL PROJECT INFORMATION

Land Use Designation:	C – Commercial
Zoning District:	B-1 Business District
General Location:	1177 Kane Concourse
Legal Description:	Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, less the south 15 feet of Lots 9, 10, 11, 12, 13, 14 of Block 21; Lot 32 of Block 3; and the 20 foot alley south and adjacent to Lots 5, 6, 7, and 8, and north and adjacent to Lots 9, 10, 11, 12, 13, 14 of Block 21, "Bay Harbor Island" Subdivision, according to the plat thereof, as recorded in PB 46, at PG 5 of the Public Records of Miami-Dade County.

PROJECT DESCRIPTION / HISTORY

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

The Town subsequently received / reviewed / issued Building Permit plans for this development based on the original plans on November 1st, 2022. MMPA / staff reviewed the Building Permit plans prior to issuance to confirm consistency with the PZB (DRB) / TC approved plans, Code requirements and conditions of approval. Building permits were issued and the project is now under construction.

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Prior to the 2006 Code update the business district limited building heights to six (6) stories. At that time there was no definition as to what height constituted a" story" – this was added later at a maximum of 10 feet per floor – due to community concerns with excessive building height. The Bermello Ajamil Downtown Study recommended the commercial building heights be set at 75'. However, the Glatting Jackson Community Visioning Study recommended maintaining the 6-story limit. The Town Council at the time of adoption decided to remove the "story" limitation and set maximum building height at 65', allowing a project designer the freedom to create varying interior floor heights. Town staff / MMPA were not opposed to the 75' limit, as we were more concerned with the uncertain 6-story limit. Some of the main reasoning given was the existing low-scale of the buildings along the roadway and the fact that the height limit in the adjoining RM-2 Multi-family District areas north of 97th Street and south of 95th Street are 65'. It was felt the non-Kane Concourse frontage sites would be parking facilities or residential uses. The district has special setbacks for residential uses along those streets.

In response to a request from the owner's representatives to consider amending the Town Code to allow buildings to be a maximum of 75 feet, the Town Council, on January 8th, 2018, adopted Ordinance No. 1018 creating a Public Benefits Program. The program can allow a building height of 75 feet in exchange for participation in the program by providing certain public benefits found appropriate by the Town Council in order to achieve high-quality commercial, office or mixed-use developments with proper floor-to-ceiling heights.

On February 8th, 2024 the Town's DRC staff met and discussed the latest revised project design. All DRC plan corrections were made; therefore, the project was approved to move ahead to the Design Review Board (DRB) for consideration.

REVISIONS TO PREVIOUSLY APPROVED SITE DEVELOPMENT PLANS

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

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

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

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

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

COMPREHENSIVE PLAN / ZONING

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

Land Development Regulations / Zoning Code – The property has a Zoning classification of B-1, Business District. The maximum building height allowed in this area is 65 feet (measured from BFE + 1' FBC freeboard to top of main roof deck), with 75 feet maximum possible through participation in the Town's Public Benefits Program. The original 2020 project was approved with a 75-foot height and a Development Agreement was used. The proposed use of the property is consistent with this zoning classification. The revised site design is now consistent with the Code provisions.

PLATTING

Although the site does not require re-platting pursuant to §11-22, as the site is currently platted as described above, staff originally recommended that a new replat be prepared to simplify the site boundaries and alley vacation / easement dedication. However, the Town has agreed to alterative form of Unity of Title (Covenant in Lieu) to legally tie the lots together prior to the issuance of building permits. This document was prepared and is now recorded.

BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

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

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

SUMMARY / SUGGESTED CONDITIONS OF APPROVAL

The latest revised Site Development Plans submitted for the construction of a new mixed-use development complex located at 1177 Kane Concourse meet or exceed all Town Land Development and Landscape Code requirements. The applicant submitted plans that were reviewed & commented on by MMPA / Town staff, and all previous comments and issues have been addressed by the current plans. Following are recommended comments and conditions of approval based on the latest revised plans received from the architect on January 25th, 2024, submitted to the Town for consideration:

1. This approval is based on the latest revised Site Development Plans prepared by Arquitectonica, dated January 25th, 2024, and signed-off by the DRC on February 8th, 2024, as well as any required modifications stated herein, and modifications required by the Design Review Board (DRB). Any substantial changes desired after the DRB's approval may require separate approvals from the Town staff and/or DRB as specified by Code.

2. Based on the revised request for 66 DU - "0" TDR units are required. As the site is 1.95 acres in size, a maximum of 66 DU are allowed by right (34 DUA base density) per Sec. 23-11(B1)(11). However, the original 2020 Town approval allowed up to 90 DU; therefore, the Town deeded 24 TDR units to the developer. Due to the building height increase a Developer Agreement was required via the Town's Public Benefit Program. If the Town approves this site modification the developer will retain the 24 public TDRs. The developer has stated they desire to keep the rights to the 90 DU for future project flexibility. MMPA recommends the 2024 Town approval include a provision that allows the Town staff to administratively approve DU quantity adjustments based on the Development Agreement limit (90 DU), to accommodate the initial DU sales and future occupant flexibility (combine / split / reconfigure / adjust interior sq. ft.).

3. The applicant's proposed revised eastern building façade is acceptable to MMPA. As the eastern building facade is essentially a "zero lot line" and the building is under construction, no encroachments such as architectural features can be easily applied. Therefore, the study has been to improve the appearance by utilizing the original score lines / paint features. If the DRB / TC does not approve the requested alternative design, a design acceptable to the Town must be submitted and approved.

4. All of the original conditions of approval listed in the Town's 2019 PZ Board Site Development Plan approval (Resolution No. 2185) and Town Council's Public Benefits Program / Developer Agreement terms (Ordinance No. 1042), as well as the 2023 revisions, shall remain in full force and affect, unless modified herein.

5. If the Town's DRB / TC approves this modified Site Development Plan, the new plans will supersede the previous Town approvals and the previous project will be null and void (so there are not 3 different Site Development Plans approved for this site).

TOWN OF BAY HARBOR ISLANDS

Design Review Board

(APPLICATION FOR PLAN REVISION)

"PLEASE FILL OUT COMPLETELY"

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

PROCESS/PERMIT NUMBER **SPR24-000004**

APPLICANT INFORMATION

Company 1177 Bay Harbor Islands, LLC

Name c/o Graham Penn BRFLT Contact Number 305 377 6229

Address 200 S Biscayne Blvd., Suite 300

City Miami State FL Email Address gpenn@brzoninglaw.com

OWNER / PROPERTY INFORMATION

Name 1177 Bay Harbor Islands, LLC Address 1177 Kane Concourse

Folio# 13-2227-001-3640, 3650, 3660, 3670, 3680, 3690 Lot 5-14 Block 21

Contact Number See Applicant Email Address See Applicant

DATE OF ORIGINAL APPROVAL ~ DRC: _____ **P&Z:** 8/20/19

REVISION # _____ **REVISION DATE:** _____

ENTER SHEET # _____

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

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

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

INCOMPLETE SUBMISSIONS WILL NOT BE PLACED ON THE AGENDA

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES
ZONING, LAND USE AND
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VIA HAND DELIVERY

February 21, 2024

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

RE: Letter of Intent for Design Review Board – 2024 Revisions to "1177 Kane Concourse" Plan.

Dear Ms. Lasday,

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

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

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

Development Agreement. Through Ordinance 1042, adopted on second reading on January 7, 2020, the Town

approved a Development Agreement with the prior owner of the Property. The Development Agreement approved the development of the Property with a mixed-use project of up to 90 units (66 units were permitted as of right) and 75 feet in height as set forth in the Plans. The Development Agreement was reviewed at two Town Council meetings as required by state law (November 19, 2019 and January 7, 2020). Public comment was heard at both meetings.

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

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

Approved 2023 Changes to Program. The Applicant secured Town approval for several minor revisions to the development program in 2023. Most notably, the Applicant reduced the residential unit count from the approved 90 units to 54 units. The remainder of the building's development program remained largely the same, with 13,002 square feet of proposed commercial uses and 79,038 square feet of office space. The need to comply with the Town's flood management requirements while retaining an attractive lobby area for residents also resulted in the relocation of most of the residential lobby and common areas such as office space and fitness facilities to the second floor, with an entrance stair located at grade. The architecture of the project remained essential identical to the approved plans, with minor changes made to reflect the reduction in the number of residential units. The Applicant further secured approval for a total of ten (10) valet-only tandem parking spaces within the parking structure.

Proposed 2024 Revisions. The Applicant has further revisited the design in the period following the 2023 approval and is now proposing minor additional revisions. First, the Applicant is proposing to adjust the residential density to 66 units, an increase of twelve (12) units over the 2023 plan (and a reduction of 24 units from the original approval).

Second, the proposed changes will include minor revisions to the north building facade to reflect changes to the balconies and sliding doors. The proposed plan carries over the 2023 improvements, which replaced significant areas of masonry façade with glass. Third, the 2024 revisions also include significant improvements to the second level recreation deck located in the center of the Property facing west. Finally, the 2024 revisions include the proposed final design of the eastern building façade, incorporating a mix of greenwall elements and painted mural, mimicking the design through the alleyway.

Parking. Under the terms of the Development Agreement, the Applicant is obligated to retain 520 parking spaces on the Property, including mechanical lifts. The proposed reduction in residential density has significantly reduced the parking demand of the project, with 407 parking spaces now being required. The proposed plan provides 522 parking spaces. The Development Agreement requires the Applicant to provide one hour of free parking in the garage, which will encourage visitors to the building to park in the garage, rather than looking for parking elsewhere in the neighborhood.

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

Sincerely,

Graham Penn

DAVID PLUMMER & ASSOCIATES
TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING

1750 PONCE DE LEON BOULEVARD | CORAL GABLES, FLORIDA 33134
305•447•0900 | DPA@DPLUMMER.COM

January 30, 2024

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

RE: 1177 Kane Concourse Shared Parking Analysis - #21225

Dear Steve,

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

Exhibit 1
Proposed Development Program

Land Use	Size		Units	
Retail	9,305	SF	9,305	SF
Fine / Casual Restaurant	5,489	SF	3,843 Patron Area	SF
Restaurant Outdoor seating	1,038	SF	1,038	SF
General Office	98,445	SF	98,445	SF
Multi-Family Residential	66	DUs	66	DUs

Since 1978

Parking Generation

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

Exhibit 2
Parking Requirements Based on Town's Code

Land Use	Units		Parking Requirement	Total Parking
Retail	9,305	SF	1 space / 300 SF of GFA	32
Fine / Casual Restaurant	3,843	SF	1 space / 100 SF of patron area *Assumes 70% of total area as patron area*	39
Outdoor Seating Area	1,038	SF	1 space / 100 SF of patron area	11
General Office	98,445	SF	1 space / 300 SF of GFA	329
Multi-Family Residential	66	Dus	2 per DU + 1 per lot for visitors *Assumes 10 platted lots*	142
			Total Parking Spaces	**553**

Shared Parking Analysis

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

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

dpa Since 1978

ULI Shared Parking Procedure

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

Parking requirements based on the individual land uses were adjusted to account for seasonal variations, hourly distribution, non-captive ratios and mode adjustments to estimate the actual number of parking spaces required for the site. The result of the shared parking analysis shows that the proposed project requires 438 parking spaces to satisfy the maximum parking requirement. Exhibit 3 shows the results of the ULI analysis.

Exhibit 3
Shared Parking Based on ULI Procedures

Land Use		Unadjusted Parking Requirement	Month Adjustment December	Peak Hour Adjustment Weekday at 2 pm	Non-captive Adjustment	Mode Adjustment	Adjusted Parking Requirement December at 2 pm
Retail	Customer	26	100%	100%	97%	98%	25
	Employees	6	100%	100%	100%	95%	6
Fine / Casual Restaurant with Outdoor Seating	Customer	42	100%	65%	97%	98%	26
	Employees	8	100%	90%	100%	95%	7
General Office	Visitors	26	100%	95%	97%	98%	23
	Employees	303	100%	95%	100%	98%	282
Multi-Family Residential	Resident (Shared)	136	100%	50%	100%	100%	68
	Guest (Shared)	6	100%	20%	100%	100%	1
TOTAL REQUIRED		553					**438**

Ride-sharing Impact on Parking

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

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

Parking Management Strategies

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

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

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

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

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

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

Conclusion

Based on the shared parking principles 438 spaces are required. However, due to ride-sharing and the proposed parking management plan it is our recommendation that the parking spaces be reduced by an additional 7%; 31 parking spaces. It is our professional opinion that the proposed 1177 Kane Concourse project should provide 407 parking spaces to satisfy their parking demand. We stand ready to provide any support needed for this proposed project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,

Juan Espinosa, PE
Vice President – Transportation

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

dpa Since 1978

Attachment A

1177 Kane Concourse

Shared Parking Analysis Based on ULI

Weekday Conditions

Land Use		Required Parking	Time-of-Day																																	
			6:00 AM		7:00 AM		8:00 AM		9:00 AM		10:00 AM		11:00 AM		Noon		1:00 PM		2:00 PM		3:00 PM		4:00 PM		5:00 PM		6:00 PM		7:00 PM		8:00 PM		9:00 PM		10:00 PM		11:00 PM		Midnight	
			Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking
Retail	Customer	26	1%	0	5%	1	15%	4	30%	8	55%	14	75%	19	90%	23	100%	26	100%	26	100%	26	95%	24	85%	22	80%	20	75%	19	65%	17	50%	13	30%	8	10%	3	0%	0
(Peak December)	Employees	6	10%	1	15%	1	25%	2	45%	3	75%	5	95%	6	100%	6	100%	6	100%	6	100%	6	100%	6	100%	6	100%	6	100%	6	90%	6	60%	4	40%	3	20%	1	0%	0
Fine / Casual Restaurant	Customer	42	0%	0	0%	0	0%	0	0%	0	15%	6	40%	17	75%	32	75%	32	65%	28	40%	17	50%	21	75%	32	95%	40	100%	42	100%	42	100%	42	95%	40	75%	32	25%	11
with Outdoor Seating	Employees	8	0%	0	20%	2	50%	4	75%	6	90%	7	90%	7	90%	7	90%	7	90%	7	75%	6	75%	6	100%	8	100%	8	100%	8	100%	8	100%	8	100%	8	85%	6	35%	3
General Office	Visitors	26	0%	0	1%	0	20%	5	60%	16	100%	26	45%	12	15%	4	45%	12	95%	25	45%	12	15%	4	10%	3	5%	1	2%	1	1%	0	0%	0	0%	0	0%	0	0%	0
	Employees	303	3%	9	15%	45	50%	152	90%	273	100%	303	100%	303	85%	258	85%	258	95%	288	95%	288	85%	258	60%	182	25%	76	15%	45	5%	15	3%	9	1%	3	0%	0	0%	0
Multi-Family Residential	Resident (Rsvd)	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0
	Resident (Shared)	136	95%	129	85%	115	75%	102	65%	88	60%	81	55%	75	50%	68	50%	68	50%	68	55%	75	60%	81	65%	88	70%	95	75%	102	80%	108	85%	115	95%	129	97%	132	100%	136
	Guest (Shared)	6	0%	0	10%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	40%	3	60%	4	100%	6	100%	6	100%	6	100%	6	80%	5	50%	3
	Shared	**553**		139		165		270		395		443		440		399		410		**449**		431		401		344		250		229		202		197		197		179		153

1177 Kane Concourse

Shared Parking Analysis Based on ULI

Weekend Conditions

Land Use		Required Parking	Time-of-Day																															
			6:00 AM		7:00 AM		8:00 AM		9:00 AM		10:00 AM		11:00 AM		Noon		1:00 PM		2:00 PM		3:00 PM		4:00 PM		5:00 PM		6:00 PM		7:00 PM		8:00 PM		9:00 PM		10:00 PM		11:00 PM		Midnight	
			Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking	Rate	Parking
Retail	Customer	26	1%	0	5%	1	10%	3	35%	9	60%	15	85%	22	100%	26	100%	26	100%	26	100%	26	95%	24	80%	20	65%	17	60%	15	55%	14	50%	13	35%	9	15%	4	0%	0
(Peak December)	Employees	6	10%	1	15%	1	40%	3	75%	5	85%	5	95%	6	100%	6	100%	6	100%	6	100%	6	100%	6	95%	6	85%	5	80%	5	75%	5	65%	4	45%	3	15%	1	0%	0
Fine / Casual Restaurant	Customer	42	0%	0	0%	0	0%	0	0%	0	0%	0	15%	6	50%	21	55%	23	45%	19	45%	19	45%	19	60%	25	90%	38	95%	40	100%	42	90%	38	90%	38	90%	38	50%	21
with Outdoor Seating	Employees	8	0%	0	20%	2	30%	2	60%	5	75%	6	75%	6	75%	6	75%	6	75%	6	75%	6	75%	6	100%	8	100%	8	100%	8	100%	8	100%	8	100%	8	85%	6	50%	4
General Office	Visitors	26	0%	0	20%	5	60%	16	80%	21	90%	24	100%	26	90%	24	80%	21	60%	16	40%	11	20%	5	10%	3	5%	1	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
	Employees	303	0%	0	20%	61	60%	182	80%	242	90%	273	100%	303	90%	273	80%	242	60%	182	40%	121	20%	61	10%	30	5%	15	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Multi-Family Residential	Resident (Rsvd)	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0
	Resident (Shared)	136	90%	122	85%	115	80%	108	75%	102	70%	95	69%	94	68%	92	67%	91	66%	90	55%	75	60%	81	55%	75	50%	68	55%	75	65%	88	75%	102	85%	115	90%	122	100%	136
	Guest (Shared)	6	0%	0	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	20%	1	40%	3	60%	4	100%	6	100%	6	100%	6	100%	6	80%	5	50%	3
	Shared	**553**		123		186		315		385		419		**464**		449		416		346		265		203		170		156		149		163		171		179		176		164



1177 Kane Concourse

Bay Harbor Islands, FL 33154

JANUARY 25th, 2024

TOWN COUNCIL FINAL APPROVED SET

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1/24/2024 6:17:45 PM

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

ARQUITECTONICA

1177 Kane Concourse

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Date: 03/28/2022

INDEX

A0-01

RD SINGLE FAMILY RESIDENTIAL DISTRICT

RM-1 MULTIPLE FAMILY RESIDENTIAL DISTRICT

RM-2 MULTIPLE FAMILY RESIDENTIAL DISTRICT

RM-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT

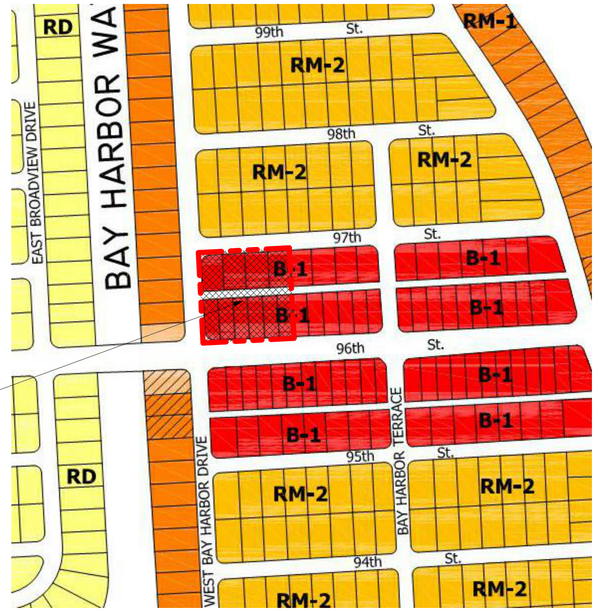
B-1 BUSINESS DISTRICT

CAUSEWAY DISTRICT

GATEWAY DISTRICT

PUD OVERLAY DISTRICT

PROJECT SITE: 1177 KANE CONCOURSE



1 ZONING MAP INFORMATION

NOT TO SCALE

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

12" = 1'-0"

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ZONING DATA

PROJECT ADDRESS:

1177 KANE CONCOURSE, BAY HARBOR ISLANDS, FL 33154

PROPERTY FOLIO NUMBERS:

LOT 5, BLOCK 21: 13-2227-001-3640 (PARCEL B)
LOT 6, BLOCK 21: 13-2227-001-3650 (PARCEL B)
LOTS 7 THRU 11, BLOCK 21: 13-2227-001-3660 (PARCEL A)
LOT 12, BLOCK 21: 13-2227-001-3670 (PARCEL B)
LOT 13, BLOCK 21: 13-2227-001-3680 (PARCEL B)
LOT 14, BLOCK 21: 13-2227-001-3690 (PARCEL B)

LEGAL DESCRIPTION (PER SURVEY):

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

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

SURVEY INFORMATION:

PREPARED BY:
COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FL 33314
CERTIFICATE OF AUTHORIZATION: LB # 6448
PH: (954) 689-7766
FAX: (954) 689-7799

SURVEY PROJECT NUMBER: 8194-16

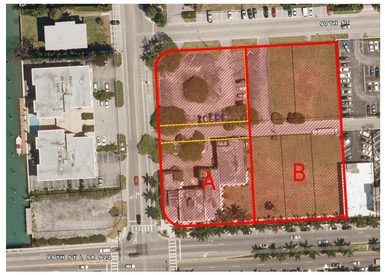
CERTIFIED TO: THE OWNER

ZONING DISTRICTS:

PARCEL A: B-1 BUSINESS DISTRICT
PARCEL B: B-1 BUSINESS DISTRICT

FLOOD ZONE INFORMATION (PER SURVEY):

COMMUNITY NUMBER: 120637
PANEL NUMBER: 0144 L
ZONE: AE
BASE FLOOD ELEVATION: 9.67'
EFFECTIVE DATE: 09/11/2009



PROJECT LOCATION MAP
N.T.S.

BUILDING SETBACKS:

B-1 BUSINESS DISTRICT-

KANE CONCOURSE (96TH STREET): 0'-0"
NO BUILDING OR STRUCTURE OR PART THEREOF, OTHER THAN PERMISSIBLE ACCESSORY AND/OR DECORATIVE STRUCTURES SPECIFIED IN SECTION 23-12, AND PERMISSIBLE SIDEWALK CAFES AND OTHER USES SPECIFIED HEREIN, SHALL ENCROACH INTO THE PUBLIC RIGHT-OF-WAY FOR THE KANE CONCOURSE (55 FEET FROM CENTERLINE OF THE ROADWAY).

EAST BAY HARBOR DRIVE, WEST BAY HARBOR DRIVE, BAY HARBOR TERRACE, 95TH STREET AND 97TH STREET: 5'-0"
NO BUILDING OR STRUCTURE OR PART THEREOF, OTHER THAN PERMISSIBLE ACCESSORY AND/OR DECORATIVE STRUCTURES SPECIFIED IN SECTION 23-12, AND PERMISSIBLE SIDEWALK CAFES AND OTHER USES SPECIFIED HEREIN, SHALL BE ERECTED OR ALTERED TO BE LESS THAN AN AVERAGE OF FIVE FEET FROM THE AFOREMENTIONED PUBLIC RIGHTS-OF-WAY. WITHIN THE REQUIRED SETBACK AREAS, LANDSCAPING INCLUDING FOUNDATION PLANTINGS, PLAZAS, SCULPTURES AND THE LIKE SHALL BE INSTALLED. AT LEAST 75 PERCENT OF THE AREA SHALL BE PROVIDED WITH LANDSCAPE MATERIALS. THE REMAINING AREA MAY INCLUDE HARDSCAPE SUCH AS WALKWAYS, PAVERS AND THE LIKE. FOR EACH ADDITIONAL THREE FEET OF BUILDING HEIGHT ABOVE 30 FEET, THERE SHALL BE ONE ADDITIONAL FOOT OF BUILDING SETBACK FOR THAT PORTION OF THE STRUCTURE OVER 30 FEET IN HEIGHT. NOTWITHSTANDING THE ABOVE PROVISION, FOR DEVELOPMENTS LOCATED ON SINGLE LOTS, THE MAXIMUM SETBACK SHALL BE 15 FEET. THE TOWN COUNCIL RESERVES THE RIGHT TO MODIFY THE ADDITIONAL BUILDING SETBACK PROVISIONS LISTED ABOVE DUE TO INCREASED BUILDING HEIGHT FOR PARKING GARAGE STRUCTURES ON TOWN-OWNED LANDS.

ALLEYS: 0'-0"
ALLEYS DEPICTED ON THE RECORDED PLAT FOR BAY HARBOR ISLANDS BETWEEN BLOCKS 11, 12, 20 AND 21: NO BUILDING OR STRUCTURE OR PART THEREOF, OTHER THAN PERMISSIBLE ACCESSORY AND/OR DECORATIVE STRUCTURES SPECIFIED IN SECTION 23-12 SHALL ENCROACH INTO THE PUBLIC RIGHT-OF-WAY. NOTWITHSTANDING AND ABOVE, SETBACKS SHALL BE PROVIDED TO PROVIDE FOR REQUIRED LOADING AREAS AND SERVICE DELIVERIES SO THAT THE ALLEY IS NOT BLOCKED FROM VEHICULAR TRAFFIC MOVEMENTS.

INTERIOR SIDE: 0'-0"
NO SETBACK IS REQUIRED ALONG INTERIOR SIDE PROPERTY LINES.

FLEX SETBACKS:
A PROJECT DESIGNER HAS THE OPTION TO OFFER CREATIVE DESIGN SOLUTIONS TO THE BUILDING CONFIGURATIONS AND THE TOWN COUNCIL MAY ALLOW PORTIONS OF THE BUILDING STRUCTURE TO ENCROACH INTO THE SETBACK REQUIREMENTS ABOVE. THE TOTAL AMOUNT OF ENCROACHMENT SHALL NOT EXCEED ONE-THIRD OF THE ALLOWABLE WIDTH OR LENGTH OF THE BUILDING. THIS PROVISION SHALL SERVE TO CREATE AN ARCHITECTURAL OPPORTUNITY FOR CREATIVE DESIGN APPROACHES WHILE PROMOTING THE BENEFICIAL PURPOSES OF BUILDING SETBACKS IN THE DISTRICT. IN NO CASE SHALL ANY PORTION OF A BUILDING ENCROACH INTO THE BASE BUILDING SETBACKS SET FORTH ABOVE FOR PORTIONS OF THE BUILDING BELOW 25 FEET IN HEIGHT.

BUILDING SETBACK TABLE

STREET / FRONTAGE	REQUIRED SETBACK	PROVIDED SETBACK	PROPOSED BLDG. HGT.	REMARKS
PARCELS A AND B				
KANE CONCOURSE (96TH STREET)	0'-0"	2'-0 1/4"	75'-0"	
WEST BAY HARBOR DRIVE	VARIABLE BASED ON HEIGHT	20'-3 1/2" RESIDENTIAL 15'-1 1/2" OFFICE*	75'-0"	MAXIMUM SETBACK OF 20'-0" REQUIRED BASED ON BUILDING HEIGHT ABOVE 30'-0"- SEE SECTION
97TH STREET	VARIABLE BASED ON HEIGHT	20'-4"	75'-0"	MAXIMUM SETBACK OF 20'-0" REQUIRED BASED ON BUILDING HEIGHT ABOVE 30'-0"- SEE SECTION
SIDE- INTERIOR	0'-0"	0'-4"	75'-0"	
*PROPOSED ENCROACHMENT OF 4'-10 1/2" ON UPPER FLOOR OF OFFICE ONLY. PROPOSING TO USE FLEX SETBACK PROVISION OF THE CODE, SECTION 23-11(C)(6)- SEE BUILDING SECTIONS AND ELEVATIONS.				

PROJECT SITE AREAS:

PARCELS A AND B LESS 20'-0" ALLEY R.O.W. = 79,359 SF (1.82 ACRES)

20'-0" ALLEY R.O.W. = 6,000 SF (0.13 ACRES)

TOTAL LOT AREA (INCLUDING ALLEY) = 85,359 (1.95 ACRES)

PROJECT DENSITY:

MAXIMUM ALLOWABLE BASE DENSITY: 34 DU / ACRE
PROJECT BASE DENSITY: 1.95 ACRES X 34 DU/ACRE = 66 DU ALLOWABLE

MAXIMUM ALLOWABLE OVERALL DENSITY: 80 DU / ACRE
PROJECT OVERALL DENSITY: 1.95 ACRES X 80 DU/ACRE = 156 DU ALLOWABLE

PROPOSED PROJECT DENSITY:
54 UNITS

OFF-STREET PARKING REQUIREMENTS:

MULTI-FAMILY DWELLINGS-
A MINIMUM OF TWO PARKING SPACES SHALL BE REQUIRED ON THE BUILDING PLOT FOR EACH DWELLING UNIT WITHIN A MULTIPLE-FAMILY DEVELOPMENT, EXCEPT AS PROVIDED FOR OTHERWISE IN ARTICEL II OF THE BAY HARBOR ISLANDS, FL CODE OF ORDINANCES. IN ADDITION, GUEST PARKING SHALL BE PROVIDED FOR MULTIPLE-FAMILY DELOPMENTS. AT LEAST ONE GUEST PARKING SPACE SHALL BE REQUIRED FOR EACH WHOLE PLATTED LOT.

RESTAURANTS, PUBLIC DINING ROOMS, BARS, PRIVATE CLUBS, COCKTAIL LOUNGES-
ONE PARKING SPACE FOR EACH 100 SQUARE FEET OF CUSTOMER SERVICE AREA. THE ABOVE SHALL NOT BE INTENDED TO INCLUDE FOOD AND DRINK PREPERATION AREAS, BATHROOMS, WAITING AREAS OR STORAGE AREAS.

RETAIL, COMMERCIAL, PERSONAL SERVICE, MISCELLANEOUS USES AND BUSINESS USES-
ONE PARKING SPACE FOR EACH 300 SQUARE FEET OF NET FLOOR AREA.

OFFICE AND PROFESSIONAL USES-
ONE PARKING SPACE FOR EACH 300 SQUARE FEET OF NET FLOOR AREA.

PARKING TABLE

USE CLASSIFICATION	NUMBER OF DU / PLATTED LOT	SQUARE FOOTAGE (GROSS)	REQ'D PARKING FACTOR	REQUIRED PARKING	SHARED PARKING REQUIRED* SHARED PARKING REQ'D*	W/ -7% PARKING ADJUSTMENT*****	PROVIDED PARKING*	REMARKS
RESIDENTIAL								
MULTIPLE-FAMILY RESIDENTIAL	66 DU	N/A	2 PER DU	132 SPACES	68 SPACES	63 SPACES	132 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
MULTIPLE-FAMILY VISITOR	10 PLATTED LOTS	N/A	1 PER PLATTED LOT	10 SPACES****	1 SPACE	1 SPACE	2 SPACES	(2) OF DELIVERY / GUEST SPACES PROVIDED AT FRONT YARD****
OFFICE	N/A	98,445 SF	1 PER 300 SF	329 SPACES	305 SPACES	284 SPACES	285 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
RESTAURANT	N/A	3,843 SF**	1 PER 100 SF	39 SPACES	26 SPACES	24 SPACES	52 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
FUTURE SIDEWALK CAFE PARKING	N/A	1,038 SF	1 PER 100 SF	11 SPACES	7 SPACES	6 SPACES	26 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
RETAIL	N/A	9,305 SF	1 PER 300 SF	32 SPACES	31 SPACES	29 SPACES	25 SPACES	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
SUB-TOTAL				**553 SPACES**	**438 SPACES***	**407 SPACES***	**522 SPACES*****	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
EXISTING STREET PARKING							NOT USED	NO STREET PARKING SPACES USED TOWARD PROVIDED SPACE COUNT.
TOTALS						**407 SPACES***	**522 SPACES**	*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.

*REFER TO PARKING ANALYSIS FOR SHARED PARKING REDUCTION.
** CONSIDERS 30% REDUCTION IN SPACE SQUARE FOOTAGE FOR COMMERCIAL KITCHEN LEAVING 70% OF SPACE AS DINING SPACE. SUBJECT TO CHANGE DEPENDING ON TENANT'S ACTUAL NEEDS.
*** TOTAL OF (56) PARKING SPACES ON LIFTS ON THE PARKING DECK ROOF = 112 TOTAL PROVIDED SPACES. PARKING LIFT SPACES SHALL BE OPERATED BY VALET OPERATOR ONLY.
****(2) DELIVERY/GUEST SPACES PROVIDED IN FRONT YARD- THE REMAINING (8) GUEST SPACES ARE PROVIDED IN THE PARKING GARAGE STRUCTURE AND ARE PART OF TOTAL PARKING COUNT PROVIDED.
*****ADDITIONAL 7% REDUCTION DUE OT RIDE SHARING AND PARKING MANAGEMENT PLAN RECOMMENDED BY DAVID PLUMMER & ASSOCIATES. SEE SHARED PARKING ANALYSIS REPORT.

ACCESSIBLE PARKING REQUIREMENTS PER FBCA TABLE 208.2

TOTAL ACCESSIBLE SPACES REQUIRED

		REQUIRED	PROVIDED
TOTAL PARKING SPACES	522 SPACES	(2%) 11 SPACES	**11 SPACES**

TOTAL VAN PARKING SPACES REQUIRED FBCA 208.2.4 (1 PER EVERY SIX ADA SPACES)

		REQUIRED	PROVIDED
TOTAL ADA PARKING SPACES	11 SPACES	2 SPACES	2 SPACES

VAN PARKING SPACES ARE PART OF THE TOTAL ACCESIBLE PARKING COUNT.

EV PARKING REQUIREMENTS

TOTAL ELECTRICAL VEHICLE PARKING SPACES

	REQUIRED	PROVIDED
3% OF TOTAL PARKING SPACES		**55 SPACES**
521 P.S X 3% = **16 P.S**		

DWELLING UNIT SIZES:

ZONING CODE MINIMUM UNIT SIZES (NET AREA)

STUDIO (S) = 650 SF
1 BEDROOM (1BR) = 800 SF
2 BEDROOM (2BR) = 950 SF
3 BEDROOM (3BR) = 1100 SF

AVERAGE UNIT SIZE (GROSS)

115,659 GSF / 66 UNITS = 1,752 GSF/UNIT

AVERAGE UNIT SIZE (NET)

113,364 NSF / 66 UNITS = 1,718 NSF/UNIT

NOTE: UNIT SIZES GRANDFATHER UNDER 2019 CODE AMENDMENT PROVISIONS

Unit Matrix- Gross Area

Level	thru Level	Name	Beds / Baths	Number of Units	Area Gross	Total Area Gross
LEVEL R02 (T.O.S.)						
LEVEL R02 (T.O.S.)	N/A	Unit 201A	2BR / 2.5BA	1	2,292 SF	2,292 SF
LEVEL R02 (T.O.S.)	N/A	Unit 203A	2BR / 2.5BA	1	1,992 SF	1,992 SF
LEVEL R02 (T.O.S.)	N/A	Unit 204A	4BR / 4.5BA	1	3,291 SF	3,291 SF
LEVEL R02 (T.O.S.)		Unit 205A	1BR / 1.5BA	1	1,221 SF	1,221 SF
LEVEL R02 (T.O.S.)	N/A	Unit 205B	1BR / 1.5BA	1	919 SF	919 SF
LEVEL R02 (T.O.S.)	N/A	Unit 205C	1BR / 1.5BA	1	968 SF	968 SF
				6		10,683 SF
LEVEL R03 (T.O.S)						
LEVEL R03 (T.O.S)	thru R08	Unit 01	2BR / 2.5BA	6	1,849 SF	11,094 SF
LEVEL R03 (T.O.S)	thru R08	Unit 02	1BR / 1.5BA	6	1,150 SF	6,899 SF
LEVEL R03 (T.O.S)	thru R08	Unit 03	2BR / 2.5BA	6	1,756 SF	10,534 SF
LEVEL R03 (T.O.S)	thru R08	Unit 04	3BR / 3.5BA	6	2,329 SF	13,972 SF
LEVEL R03 (T.O.S)	thru R08	Unit 04B	1BR / 1.5BA	6	943 SF	5,658 SF
LEVEL R03 (T.O.S)	thru R08	Unit 05	3BR / 3.5BA	6	3,261 SF	19,566 SF
LEVEL R03 (T.O.S)	thru R08	Unit 06	2BR / 2.5BA	6	1,266 SF	7,595 SF
LEVEL R03 (T.O.S)	thru R08	Unit 06B	1BR / 1.5BA	6	947 SF	5,685 SF
LEVEL R03 (T.O.S)	thru R08	Unit 07	2BR / 2.5BA	6	1,702 SF	10,212 SF
LEVEL R03 (T.O.S)	thru R08	Unit 08	3BR / 3.5BA	6	2,293 SF	13,760 SF
				60		104,977 SF
				66		115,659 SF

Unit Matrix- Net Area

Level	thru Level	Name	Beds / Baths	Number of Units	Area Net	Total Area Net
LEVEL R02 (T.O.S.)						
LEVEL R02 (T.O.S.)	N/A	Unit 201A	2BR / 2.5BA	1	2,268 SF	2,268 SF
LEVEL R02 (T.O.S.)	N/A	Unit 203A	2BR / 2.5BA	1	1,969 SF	1,969 SF
LEVEL R02 (T.O.S.)	N/A	Unit 204A	4BR / 4.5BA	1	3,219 SF	3,219 SF
LEVEL R02 (T.O.S.)	N/A	Unit 205A	1BR / 1.5BA	1	1,181 SF	1,181 SF
LEVEL R02 (T.O.S.)	N/A	Unit 205B	1BR / 1.5BA	1	905 SF	905 SF
LEVEL R02 (T.O.S.)	N/A	Unit 205C	1BR / 1.5BA	1	947 SF	947 SF
				6		10,490 SF
LEVEL R03 (T.O.S)						
LEVEL R03 (T.O.S)	thru R08	Unit 01	2BR / 2.5BA	6	1,822 SF	10,934 SF
LEVEL R03 (T.O.S)	thru R08	Unit 02	1BR / 1.5BA	6	1,135 SF	6,808 SF
LEVEL R03 (T.O.S)	thru R08	Unit 03	2BR / 2.5BA	6	1,730 SF	10,381 SF
LEVEL R03 (T.O.S)	thru R08	Unit 04	3BR / 3.5BA	6	2,269 SF	13,614 SF
LEVEL R03 (T.O.S)	thru R08	Unit 04B	1BR / 1.5BA	6	925 SF	5,552 SF
LEVEL R03 (T.O.S)	thru R08	Unit 05	3BR / 3.5BA	6	3,190 SF	19,138 SF
LEVEL R03 (T.O.S)	thru R08	Unit 06	2BR / 2.5BA	6	1,245 SF	7,472 SF
LEVEL R03 (T.O.S)	thru R08	Unit 06A	1BR / 1.5BA	6	931 SF	5,585 SF
LEVEL R03 (T.O.S)	thru R08	Unit 07	2BR / 2.5BA	6	1,668 SF	10,009 SF
LEVEL R03 (T.O.S)	thru R08	Unit 08	3BR / 3.5BA	6	2,236 SF	13,418 SF
				60		102,911 SF
				66		113,402 SF

UNIT MIX BY UNIT TYPE

201A	1 UNIT	1.52%
203A	1 UNIT	1.52%
204A	1 UNIT	1.52%
205A	1 UNIT	1.52%
205B	1 UNIT	1.52%
205C	1 UNIT	1.52%
1	6 UNITS	9.09%
2	6 UNITS	9.09%
3	6 UNITS	9.09%
4	6 UNITS	9.09%
4B	6 UNITS	9.09%
5	6 UNITS	9.09%
6	6 UNITS	9.09%
6B	6 UNITS	9.09%
7	6 UNITS	9.09%
8	6 UNITS	9.09%

UNIT MIX BY # OF BEDROOMS

1BR= 21 UNITS	(31.8%)
2BR= 26 UNITS	(39.4%)
3BR= 18 UNITS	(27.3%)
4BR= 1 UNITS	(1.5%)

DEN NOTE:
PER FLORIDA STATUTE SECTION 381.0065 A BEDROOM IS DEFINED AS A ROOM THAT CAN BE USED FOR SLEEPING AND THAT:
a.) HAS A MINIMUM OF 70 SF OF CONDITIONED SPACE
...
c.) IS LOCATED ON AN EXTERIOR WALL
d.) HAS A CLOSET AND A DOOR OR ENTRANCE WHERE A DOOR COULD BE REASONABLY INSTALLED
e.) HAS AN EMERGENCY MEANS OF ESCAPE AND RESCUE OPENING TO THE OUTSIDE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE.

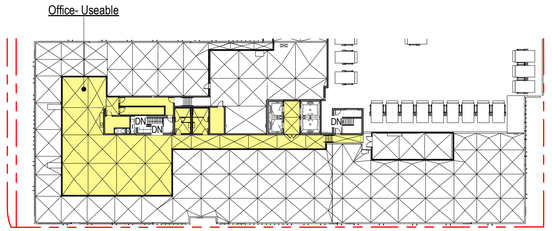
ADDITIONALLY, "BEDROOM" DOES NOT INCLUDE HALLWAY, BATHROOM, KITCHEN, LIVING ROOM, FAMILY ROOM, DINING ROOM, DEN, BREAKFAST NOOK, PANTRY, LAUNDRY ROOM, SUNROOM, RECREATION ROOM, MEDIA/VIDEO ROOM, OR EXCERCISE ROOM.

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1" = 1'-0"

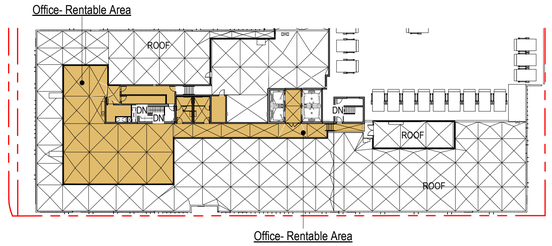
1/30/2024 6:14:26 PM

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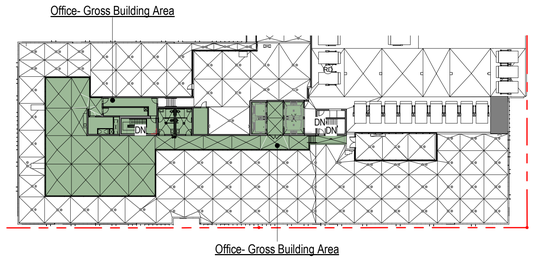
12 OFFICE - USEABLE - ROOF LEVEL

SCALE: 1" = 40'-0"



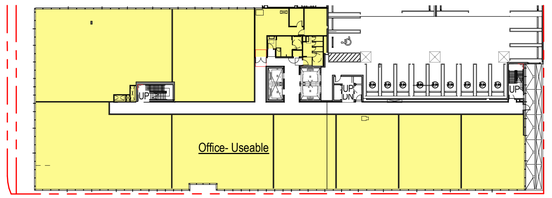
8 OFFICE - RENTABLE - ROOF LEVEL

SCALE: 1" = 40'-0"



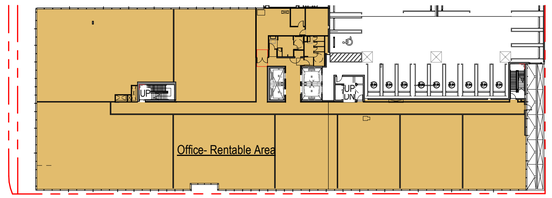
4 OFFICE - FLOOR AREA GROSS - ROOF LEVEL

SCALE: 1" = 40'-0"



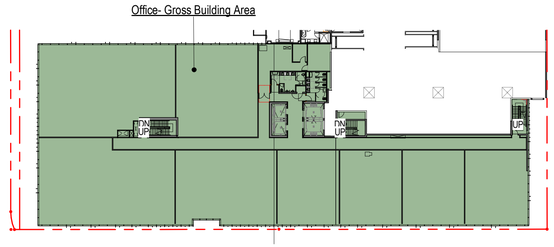
11 OFFICE- USEABLE- LEVEL 02 THRU 05

SCALE: 1" = 40'-0"



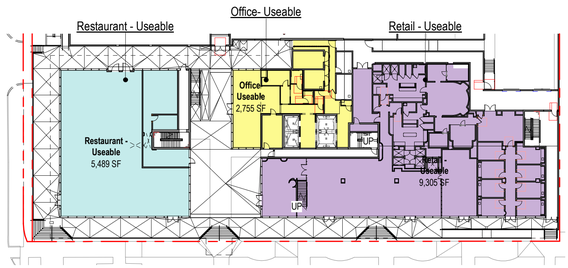
7 OFFICE - RENTABLE - LEVEL 02

SCALE: 1" = 40'-0"



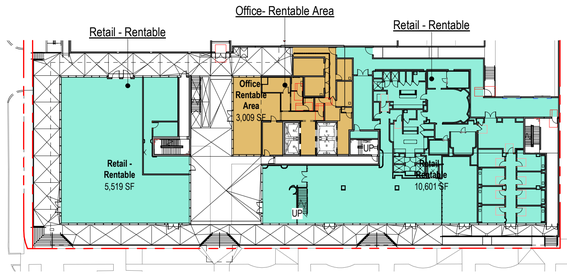
3 OFFICE-FLOOR AREA GROSS - LEVEL 03 T0 05

SCALE: 1" = 40'-0"



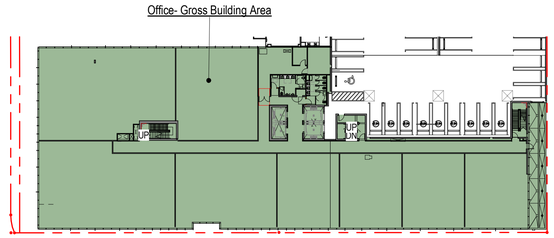
10 OFFICE- USEABLE- LEVEL 01

SCALE: 1" = 40'-0"



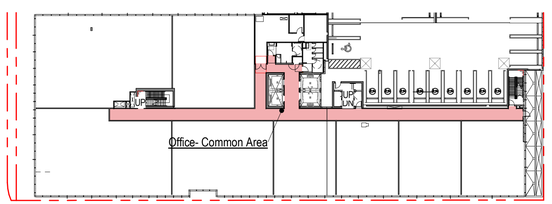
6 OFFICE - RENTABLE - LEVEL 01

SCALE: 1" = 40'-0"



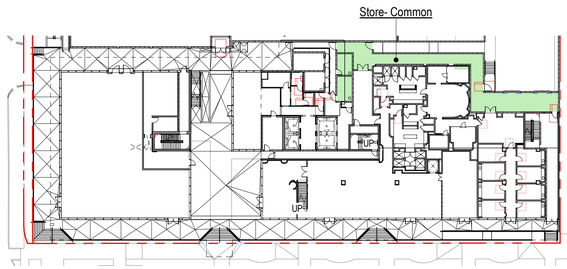
2 OFFICE- FLOOR AREA GROSS - LEVEL 02

SCALE: 1" = 40'-0"



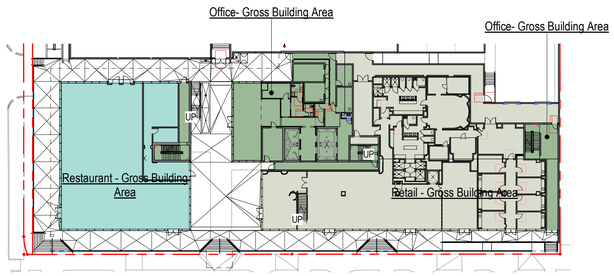
9 OFFICE- COMMON- LEVEL 02 THRU 05

SCALE: 1" = 40'-0"



5 OFFICE- COMMON- LEVEL 01

SCALE: 1" = 40'-0"



1 OFFICE- FLOOR AREA GROSS - LEVEL 01

SCALE: 1" = 40'-0"

OFFICE (FLOOR AREA GROSS)

Level	Name	Area	Number of Stories	Gross SF
Not Placed				
Not Placed	Restaurant - Gross Building Area	Not Placed		
Not Placed				0 SF
LEVEL 01				
LEVEL 01	Office- Gross Building Area	3,986 SF	1	3,986 SF
LEVEL 01	Restaurant - Gross Building Area	5,686 SF		
LEVEL 01	Retail - Gross Building Area	10,812 SF		
LEVEL 01	Office- Gross Building Area	689 SF	1	689 SF
LEVEL 01	Office- Gross Building Area	446 SF	1	446 SF
LEVEL 01				5,121 SF
LEVEL 03 -05 (T.O.S.)				
LEVEL 02 (T.O.S.)	Office- Gross Building Area	23,384 SF	1	23,384 SF
LEVEL 02 (T.O.S.)				23,384 SF
LEVEL 03 (T.O.S)				
LEVEL 03 (T.O.S)	Office- Gross Building Area	22,663 SF	3	67,988 SF
LEVEL 03 (T.O.S)				67,988 SF
LEVEL ROOF				
LEVEL ROOF	Office- Gross Building Area	5,705 SF	1	5,705 SF
LEVEL ROOF	Office- Gross Building Area	Redundant Area	1	
LEVEL ROOF				5,705 SF
Grand total				102,198 SF

Area Schedule (Office - Rentable)

Level	Name	Area	Number of Stories	Rentable SF
LEVEL 01				
LEVEL 01	Office- Rentable Area	3,009 SF	1	3,009 SF
Office- Rentable Area				3,009 SF
LEVEL 01	Retail - Rentable	5,519 SF	1	5,519 SF
LEVEL 01	Retail - Rentable	10,601 SF	1	10,601 SF
Retail - Rentable				16,120 SF
LEVEL 01				19,130 SF
LEVEL 02 -I05 (T.O.S.)				
LEVEL 02 (T.O.S.)	Office- Rentable Area	21,318 SF	4	85,271 SF
Office- Rentable Area				85,271 SF
LEVEL 02 (T.O.S.)				85,271 SF
LEVEL OFFICE REC.				
LEVEL OFFICE REC.	Office- Rentable Area	4,663 SF	1	4,663 SF
LEVEL OFFICE REC.	Office- Rentable Area	Redundant Area	1	
LEVEL OFFICE REC.	Office- Rentable Area	Redundant Area	1	
Office- Rentable Area				4,663 SF
LEVEL OFFICE REC.				4,663 SF
Grand total				109,063 SF

Area Schedule (Office- Useable)

Level	Name	Area	Number of Stories	Useable SF
LEVEL 01				
LEVEL 01	Office- Useable	2,755 SF	1	2,755 SF
Office- Useable				2,755 SF
LEVEL 01	Restaurant - Useable	5,489 SF	1	5,489 SF
Restaurant - Useable				5,489 SF
LEVEL 01	Retail - Useable	9,305 SF	1	9,305 SF
Retail - Useable				9,305 SF
LEVEL 02 - 05 (T.O.S.)				17,549 SF
LEVEL 02 (T.O.S.)				
LEVEL 02 (T.O.S.)	Office- Useable	19,060 SF	4	76,239 SF
Office- Useable				76,239 SF
LEVEL 02 (T.O.S.)				76,239 SF
LEVEL 04 (T.O.S.)				
LEVEL 04 (T.O.S.)	OFFICE	19,773 SF		
OFFICE				0 SF
LEVEL 04 (T.O.S.)				0 SF
LEVEL OFFICE REC.				
LEVEL OFFICE REC.	Office- Useable	4,657 SF	1	4,657 SF
LEVEL OFFICE REC.	Office- Useable	Redundant Area	1	
Office- Useable				4,657 SF
LEVEL OFFICE REC.				4,657 SF
Grand total				98,445 SF

Area Schedule (Office- Common)

Level	Name	Area	Number of Stories	Common SF
LEVEL 01				
LEVEL 01	Store- Common	1,492 SF	1	1,492 SF
Store- Common				1,492 SF
LEVEL 01				1,492 SF
LEVEL 02 -I05 (T.O.S.)				
LEVEL 02 (T.O.S.)	Office- Common Area	1,946 SF	4	7,783 SF
Office- Common Area				7,783 SF
LEVEL 02 (T.O.S.)				7,783 SF
Grand total				9,275 SF

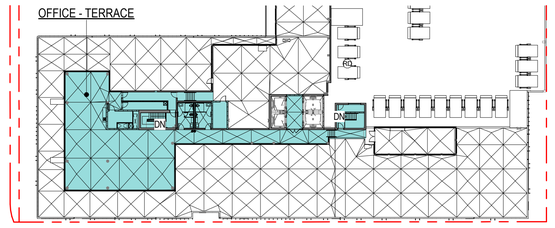
The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

1" = 40'-0"

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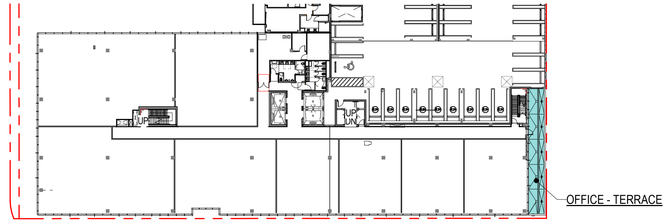
OFFICE TERRACE / BALCONY

Level	Name	Area	Number of Stories	Terrace/Balcony SF
LEVEL 01				
OFFICE ENTRY TERRACE				
LEVEL 01	OFFICE ENTRY TERRACE	1,424 SF	1	1,424 SF
OFFICE ENTRY TERRACE				1,424 SF
OUTDOOR CAFE				
LEVEL 01	OUTDOOR CAFE	478 SF		
LEVEL 01	OUTDOOR CAFE	560 SF		
OUTDOOR CAFE				0 SF
RETAIL TERRACE				
LEVEL 01	RETAIL TERRACE	5,527 SF	1	5,527 SF
RETAIL TERRACE				5,527 SF
SERVICE TERRACE				
LEVEL 01	SERVICE TERRACE	430 SF	1	430 SF
SERVICE TERRACE				430 SF
LEVEL 01				7,381 SF
LEVEL 02 (T.O.S.)				
OFFICE - TERRACE				
LEVEL 02 (T.O.S.)	OFFICE - TERRACE	620 SF	1	620 SF
OFFICE - TERRACE				620 SF
LEVEL 02 (T.O.S.)				620 SF
LEVEL OFFICE REC.				
OFFICE - TERRACE				
LEVEL OFFICE REC.	OFFICE - TERRACE	5,632 SF	1	5,632 SF
OFFICE - TERRACE				5,632 SF
LEVEL OFFICE REC.				5,632 SF
Grand total				13,633 SF



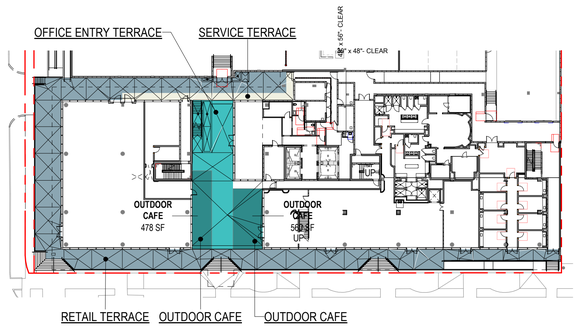
3 OFFICE- TERRACE - ROOF LEVEL

SCALE: 1" = 40'-0"



2 OFFICE- TERRACE/BALCONY- LEVEL 02

SCALE: 1" = 40'-0"



1 RETAIL TERRACE- LEVEL 01

SCALE: 1" = 40'-0"

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1" = 40'-0"

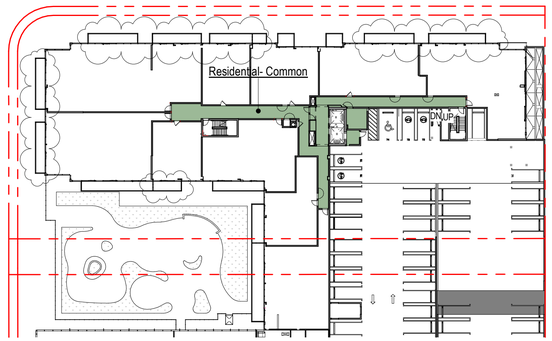
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ARQUITECTONICA | 1177 Kane Concourse | Date: 03/28/2022 | STATISTICS- OFFICE AREAS | A0-04

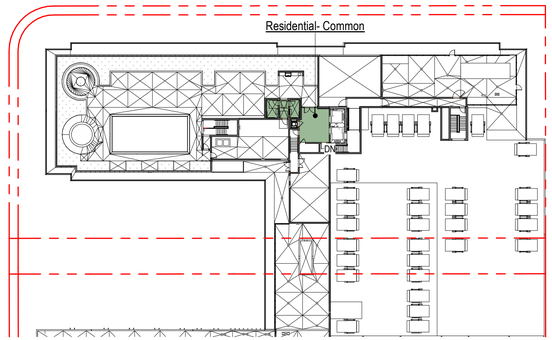
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Area Schedule (Residential- Common)

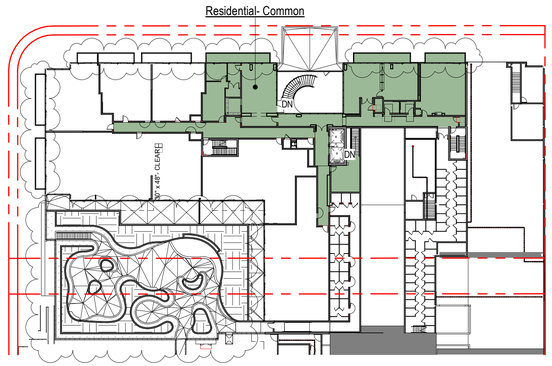
Level	Name	Area	Number of Stories	Common SF
LEVEL R01				
LEVEL R01	Residentail- Lobby	2,089 SF	1	2,089 SF
Residentail- Lobby				2,089 SF
LEVEL R01				2,089 SF
LEVEL R02 (T.O.S.)				
LEVEL R02 (T.O.S.)	Residential- Common	6,195 SF	1	6,195 SF
Residential- Common				6,195 SF
LEVEL R02 (T.O.S.)				6,195 SF
LEVEL R03 (T.O.S)				
LEVEL R03 (T.O.S)	Residential- Common	1,995 SF	6	11,969 SF
Residential- Common				11,969 SF
LEVEL R03 (T.O.S)				11,969 SF
LEVEL R04 - R08 (T.O.S.)				
LEVEL R04 (T.O.S.)	Residential- Common	1,989 SF	5	9,947 SF
Residential- Common				9,947 SF
LEVEL R04 (T.O.S.)				9,947 SF
LEVEL ROOF				
LEVEL ROOF	Residential- Common	525 SF		
Residential- Common				0 SF
LEVEL ROOF				0 SF
Grand total				30,200 SF



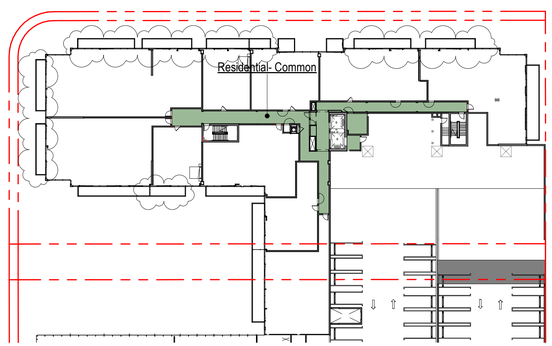
3 LEVEL R03
SCALE: 1" = 40'-0"



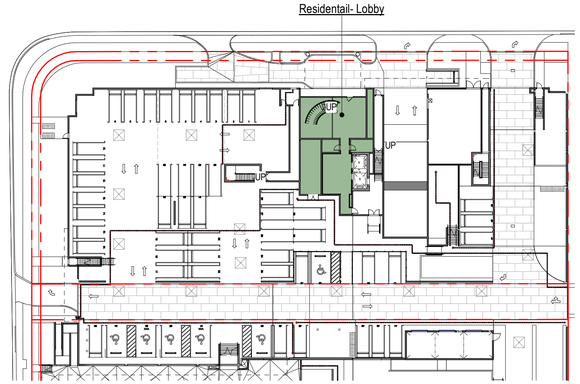
5 LEVEL ROOF
SCALE: 1" = 40'-0"



2 LEVEL R02
SCALE: 1" = 40'-0"



4 LEVEL R04 - R08
SCALE: 1" = 40'-0"



1 LEVEL R01
SCALE: 1" = 40'-0"

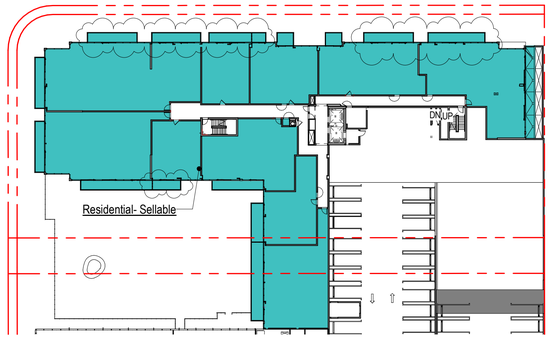
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1" = 40'-0"

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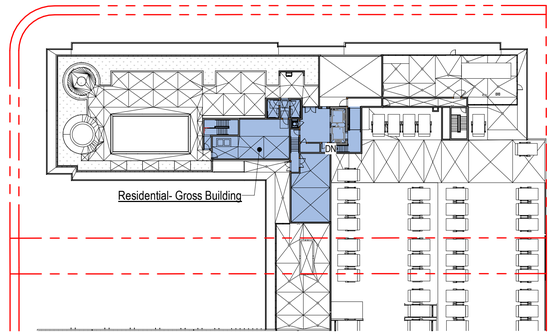
ARQUITECTONICA | 1177 Kane Concourse | Date: 03/28/2022 | STATISTICS - RESI AREAS | A0-05.1

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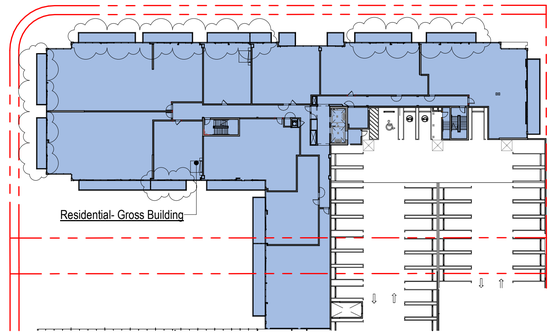
8 RESIDENTIAL - FLOOR AREA SELLABLE - LEVEL R03

SCALE: 1" = 40'-0"



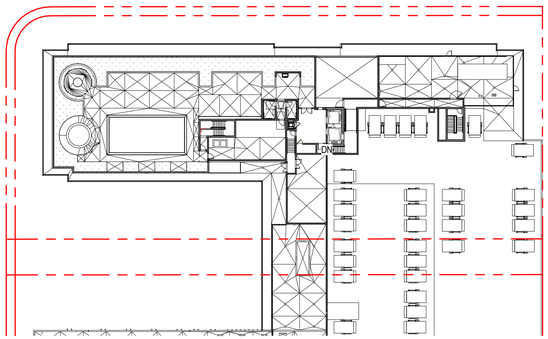
5 RESIDENTIAL - FLOOR GROSS - LEVEL ROOF

SCALE: 1" = 40'-0"



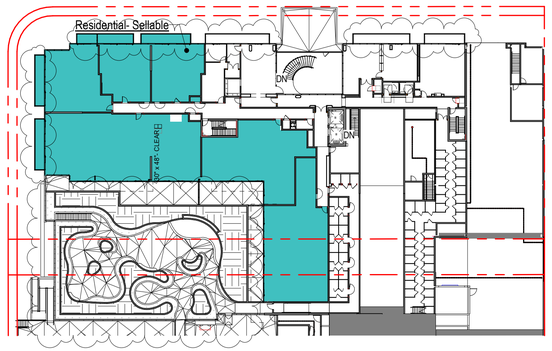
4 RESIDENTIAL - FLOOR AREA GROSS - LEVEL R04 THRU R08

SCALE: 1" = 40'-0"



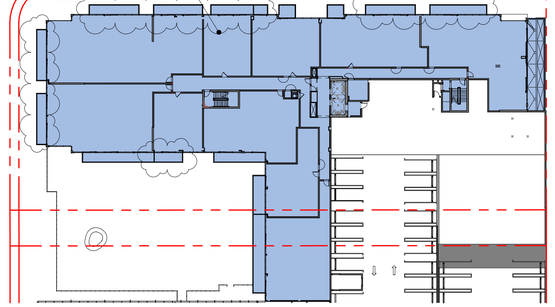
10 RESIDENTIAL - FLOOR SELLABLE - LEVEL ROOF

SCALE: 1" = 40'-0"



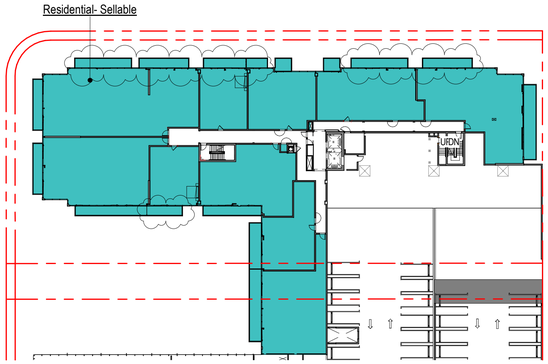
7 RESIDENTIAL - FLOOR AREA SELLABLE - LEVEL R02

SCALE: 1" = 40'-0"



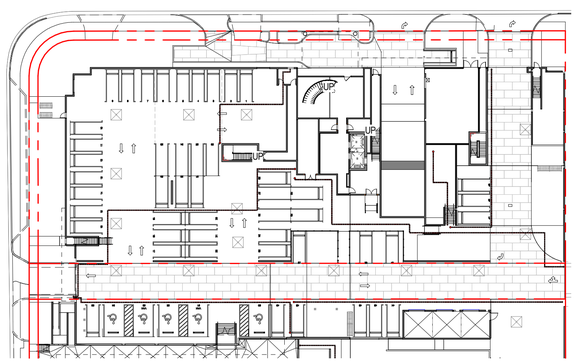
3 RESIDENTIAL - FLOOR AREA GROSS - LEVEL R03

SCALE: 1" = 40'-0"



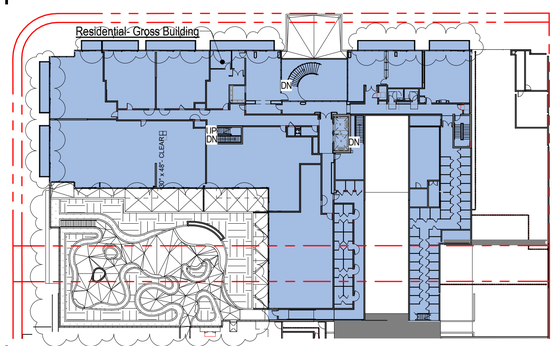
9 RESIDENTIAL - FLOOR AREA SELLABLE - LEVEL R04 THRU R08

SCALE: 1" = 40'-0"



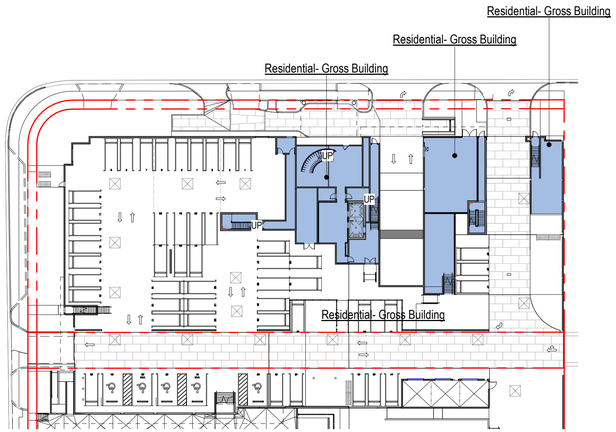
6 RESIDENTIAL - FLOOR AREA SELLABLE - LEVEL R01

SCALE: 1" = 40'-0"



2 RESIDENTIAL - FLOOR AREA GROSS - LEVEL R02

SCALE: 1" = 40'-0"



1 RESIDENTIAL - FLOOR AREA GROSS - LEVEL R01

SCALE: 1" = 40'-0"

Area Schedule (Residential - Gross Building)

Level	Name	Area	Number of Stories	Gross SF
LEVEL R01				
LEVEL R01	Residential- Gross Building	3,511 SF	1	3,511 SF
LEVEL R01	Residential- Gross Building	772 SF	1	772 SF
LEVEL R01	Residential- Gross Building	2,446 SF	1	2,446 SF
LEVEL R01	Residential- Gross Building	Not Enclosed	1	
Residential- Gross Building				6,729 SF
LEVEL R01				6,729 SF
LEVEL R02 (T.O.S.)				
LEVEL R02 (T.O.S.)	Residential- Gross Building	24,135 SF	1	24,135 SF
Residential- Gross Building				24,135 SF
LEVEL R02 (T.O.S.)				24,135 SF
LEVEL R03 (T.O.S)				
LEVEL R03 (T.O.S)	Residential- Gross Building	22,959 SF	1	22,959 SF
LEVEL R04 -3R08 (T.O.S.)				22,959 SF
LEVEL R03 (T.O.S)				22,959 SF
LEVEL R04 (T.O.S.)				
LEVEL R04 (T.O.S.)	Residential- Gross Building	22,836 SF	5	114,180 SF
Residential- Gross Building				114,180 SF
LEVEL R04 (T.O.S.)				114,180 SF
LEVEL ROOF				
LEVEL ROOF	Residential- Gross Building	3,213 SF	1	3,213 SF
Residential- Gross Building				3,213 SF
LEVEL ROOF				3,213 SF
LEVEL RESI REC DECK				
LEVEL RESI REC DECK	Residential - Gross Building	4,286 SF	1	4,286 SF
Residential - Gross Building				4,286 SF
LEVEL RESI REC DECK				4,286 SF
Grand total				175,503 SF

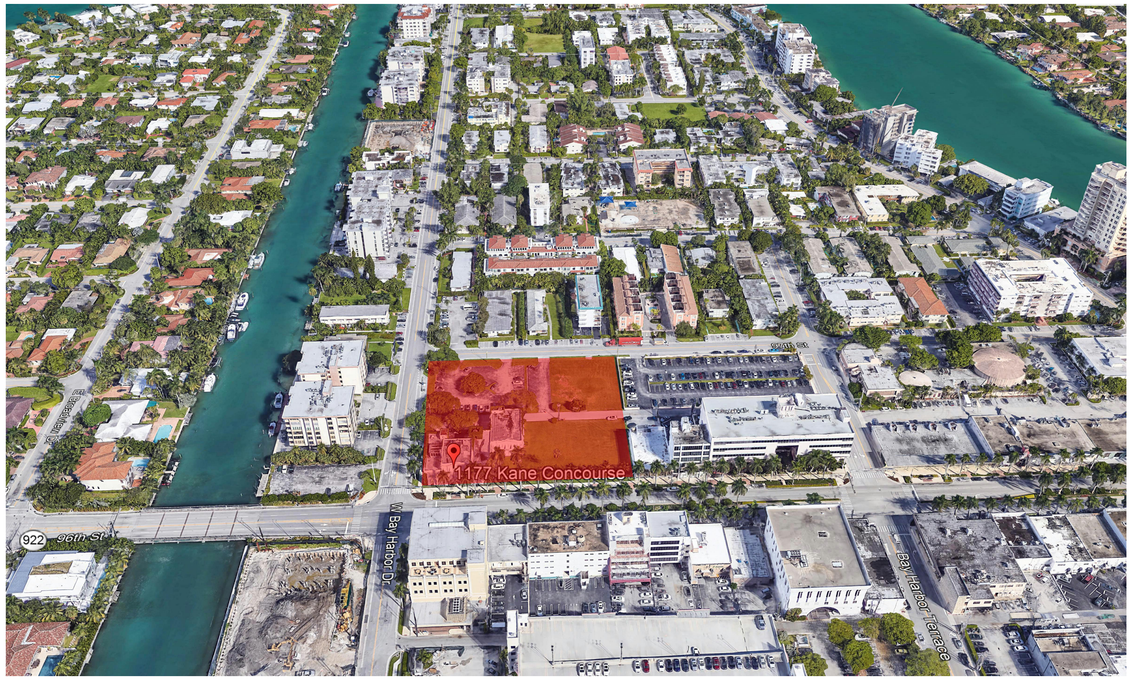
Area Schedule (Residential - Sellable)

Level	Name	Area	Number of Stories	Rentable SF
LEVEL R02 (T.O.S.)				
LEVEL R02 (T.O.S.)	Residential- Sellable	11,306 SF	1	11,306 SF
Residential- Sellable				11,306 SF
LEVEL R02 (T.O.S.)				11,306 SF
LEVEL R03 (T.O.S)				
LEVEL R03 (T.O.S)	Residential- Sellable	20,009 SF	1	20,009 SF
LEVEL R04 -3R08 (T.O.S.)				20,009 SF
LEVEL R03 (T.O.S)				20,009 SF
LEVEL R04 (T.O.S.)				
LEVEL R04 (T.O.S.)	Residential- Sellable	20,133 SF	5	100,663 SF
Residential- Sellable				100,663 SF
LEVEL R04 (T.O.S.)				100,663 SF
Grand total				131,978 SF

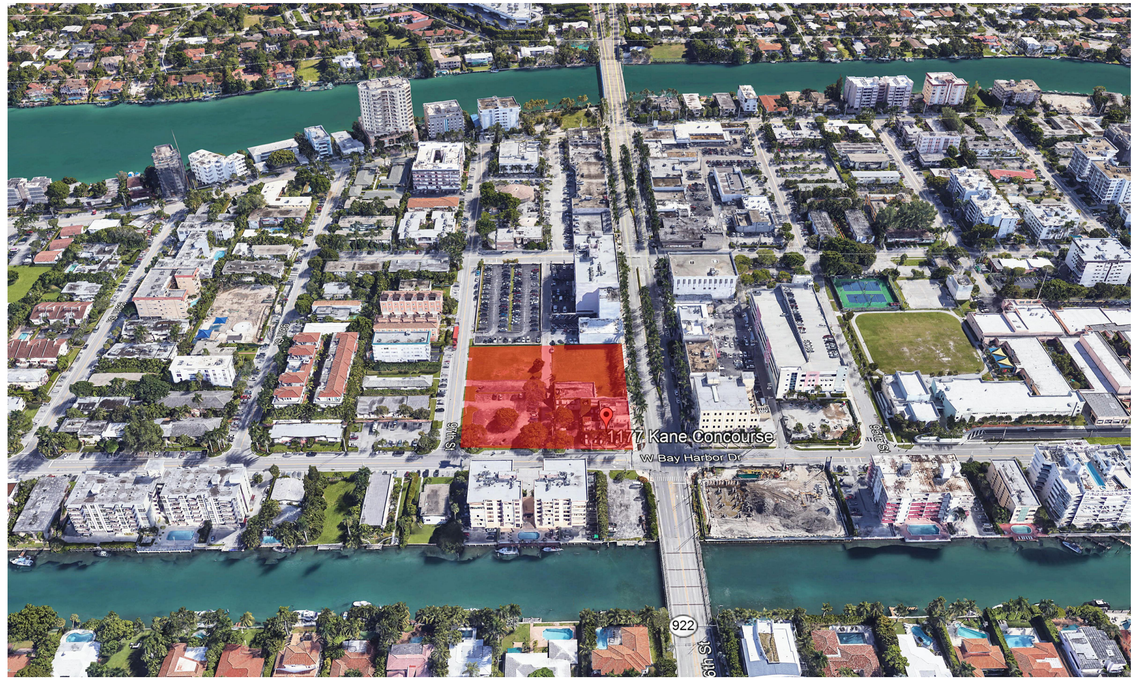
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1" = 40'-0"

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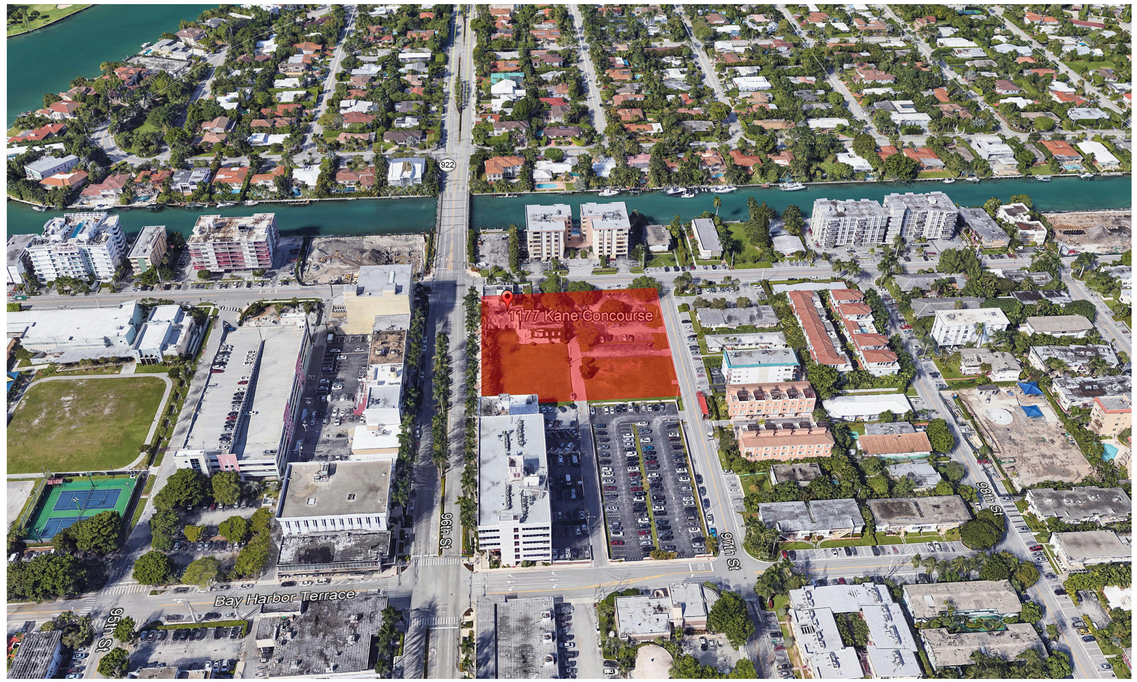
VIEW 01 - LOOKING NORTH



VIEW 02 - LOOKING EAST



VIEW 03 - LOOKING SOUTH

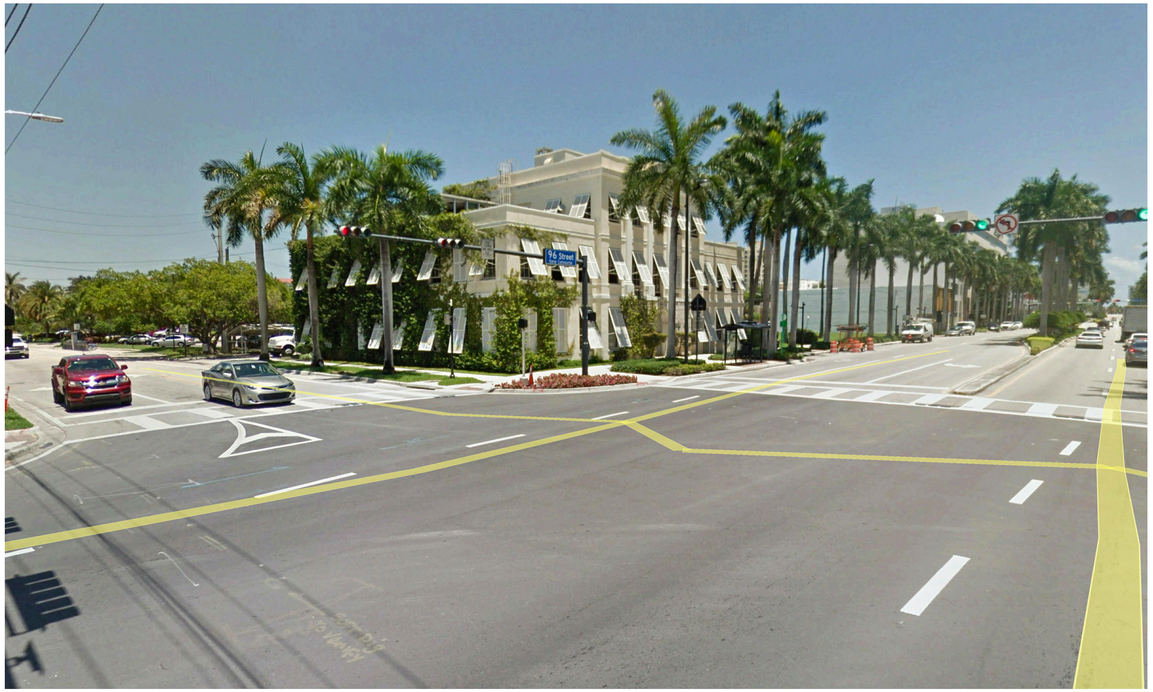


VIEW 04 - LOOKING WEST

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

1/24/2024 6:19:21 PM

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STREET VIEW 01



STREET VIEW 02



STREET VIEW 03



LOCATION KEY MAP

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1/24/2024 6:19:25 PM

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1 Context Site Plan- Roof
SCALE: 1" = 60'-0"

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1" = 60'-0"

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1 Context Site Plan- Ground Floor

SCALE: 1" = 60'-0"

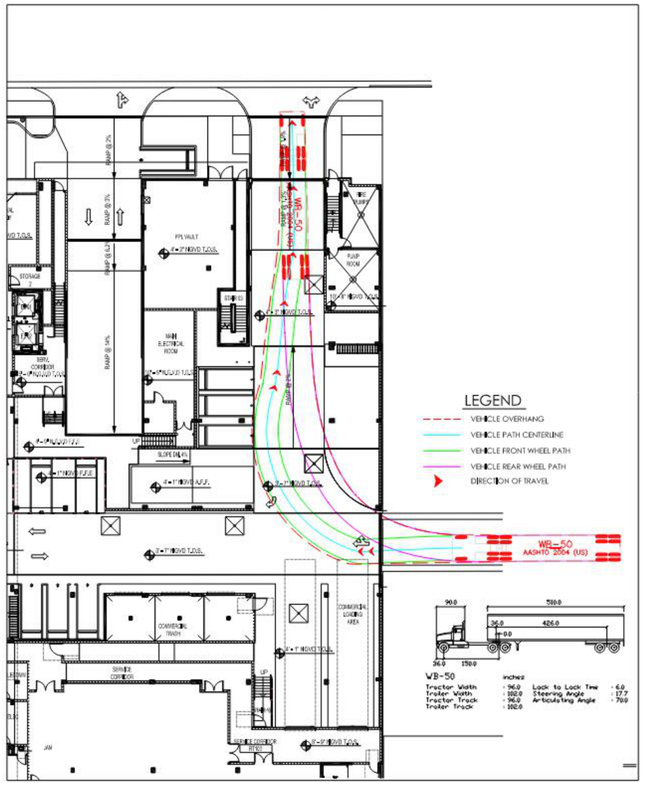
The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

1" = 60'-0"

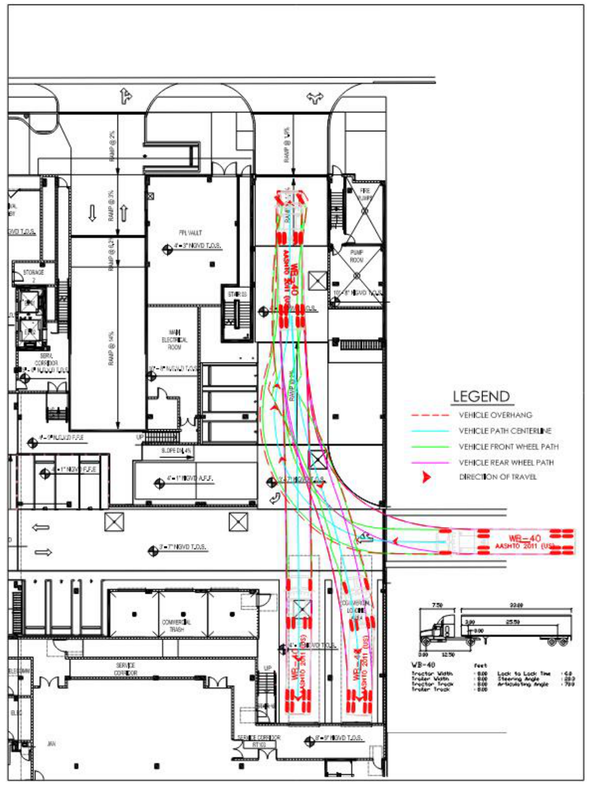
12/4/2024 6:20:38 PM

ARQUITECTONICA | 1177 Kane Concourse | Date: 03/28/2022 | SITE CONTEXT- GRND FLOOR | A0-11

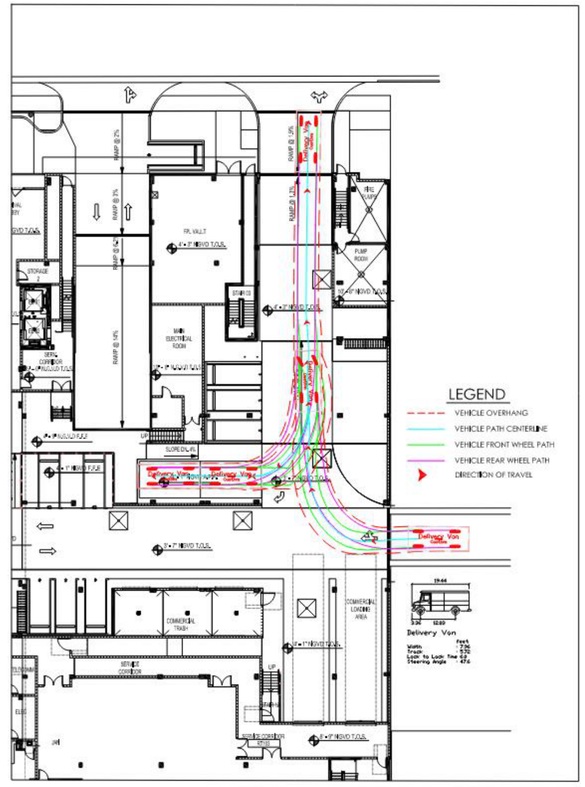
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WB-50 MANEUVERABILITY MODEL



WB-40 MANEUVERABILITY MODEL



DELIVERY VAN MANEUVERABILITY MODEL

3 WB-50 MANEUVERABILITY MODEL
SCALE: 1" = 20'-0"

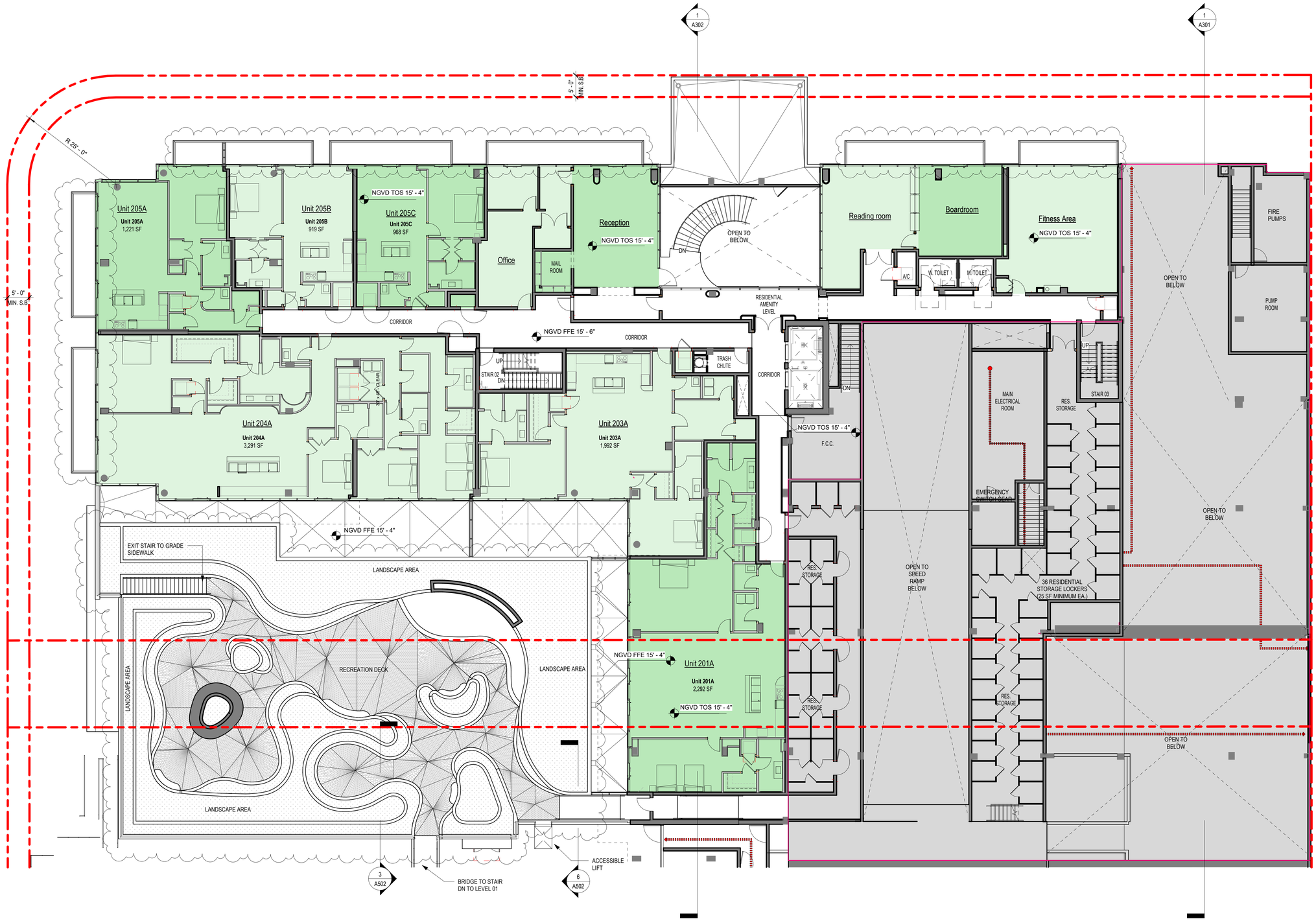
2 WB-40 MANEUVERABILITY MODEL
SCALE: 1" = 20'-0"

1 DELIVERY VAN MANEUVERABILITY MODEL
SCALE: 1" = 20'-0"

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1" = 20'-0"

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The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

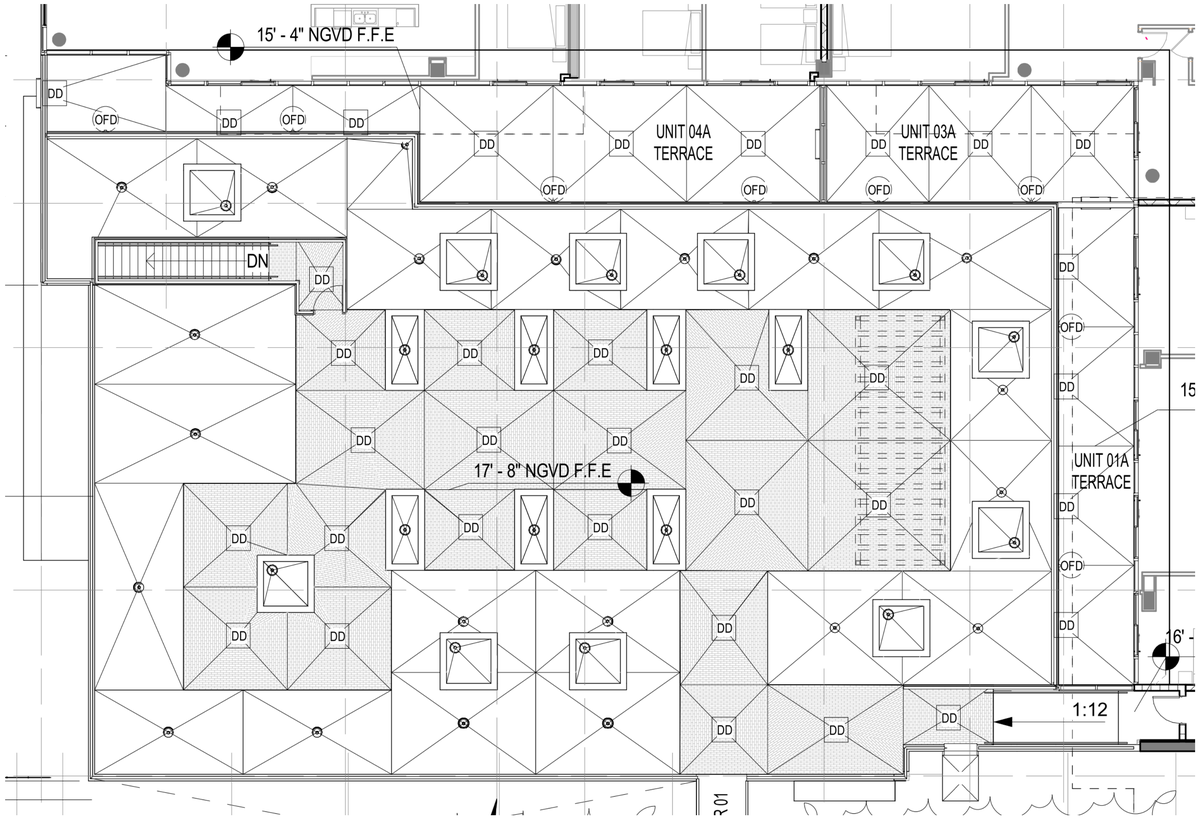
3/32" = 1'-0"

1/24/2024 6:20:49 PM

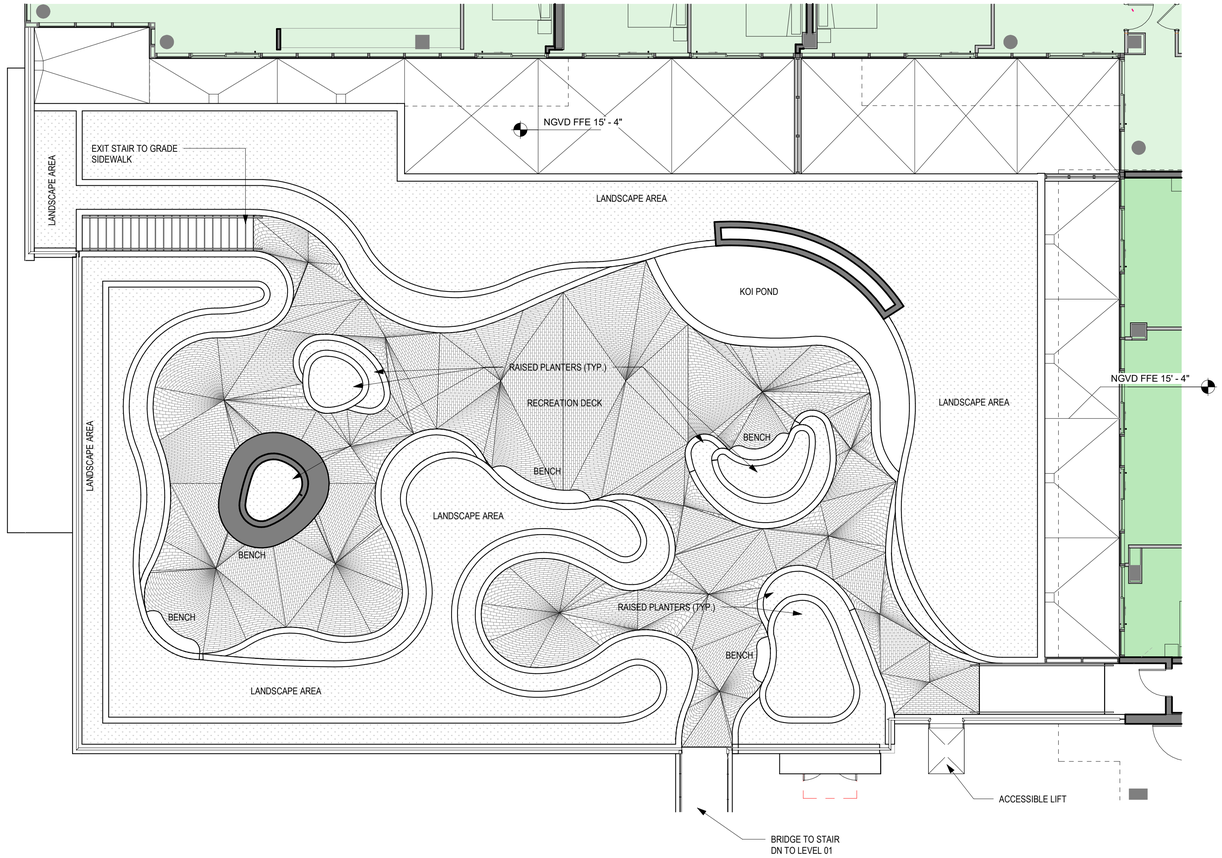
ARQUITECTONICA | 1177 Kane Concourse | Date: 03/28/2022 | ZONING - UNIT SIZES | A0-20

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2nd FLOOR RESIDENTIAL COURTYARD
TOWN COUNCIL - APPROVED



2nd FLOOR RESIDENTIAL COURTYARD
PROPOSED CHANGE



- PLANTERS AREAS WERE REARRANGED AND THE PLANTER SHAPE WAS MODIFY TO PROVIDE A TWO TIER PLANTER.
- A NEW WATER FEATURE WAS ADDED ON THE NORTH EAST SIDE OF THE DECK.
- THE PLAZA USE AND OCCUPANCY CAPACITY WILL REMAIN THE SAME AS THE ORIGINAL DESIGN.
-PLAZA WILL REMAIN FOR PUBLIC USE.

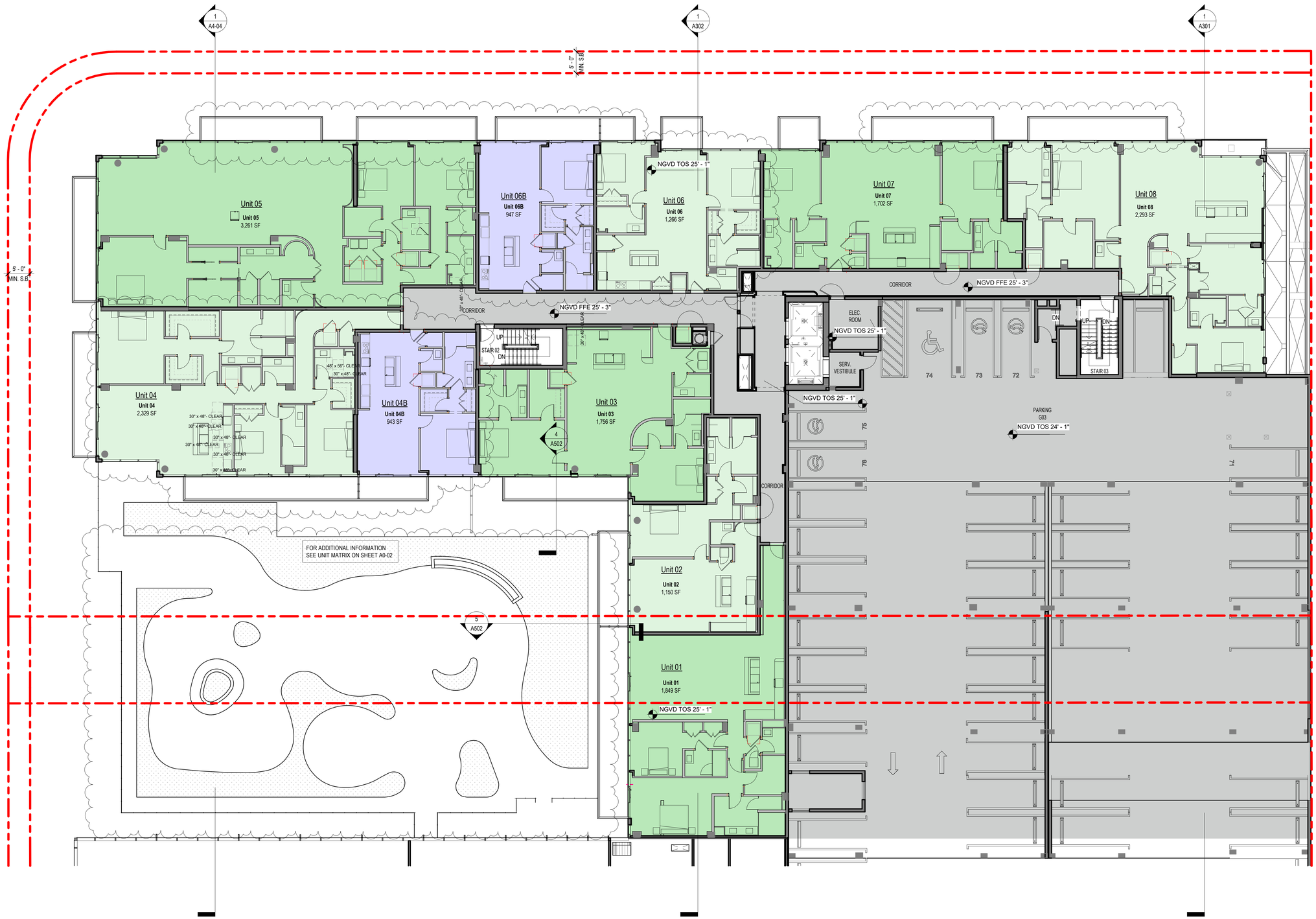
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1/8" = 1'-0"

1/24/2024 6:20:52 PM

ARQUITECTONICA | 1177 Kane Concourse | Date: 01/24/24 | COURTYARD COMPARISON | A0-20A

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1 LEVEL R03 THRU R08

SCALE: 3/32" = 1'-0"

3/32" = 1'-0"

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1/25/2024 11:02:03 AM

ARQUITECTONICA | 1177 Kane Concourse | Date: 03/28/2022 | ZONING - UNIT SIZES | A0-21

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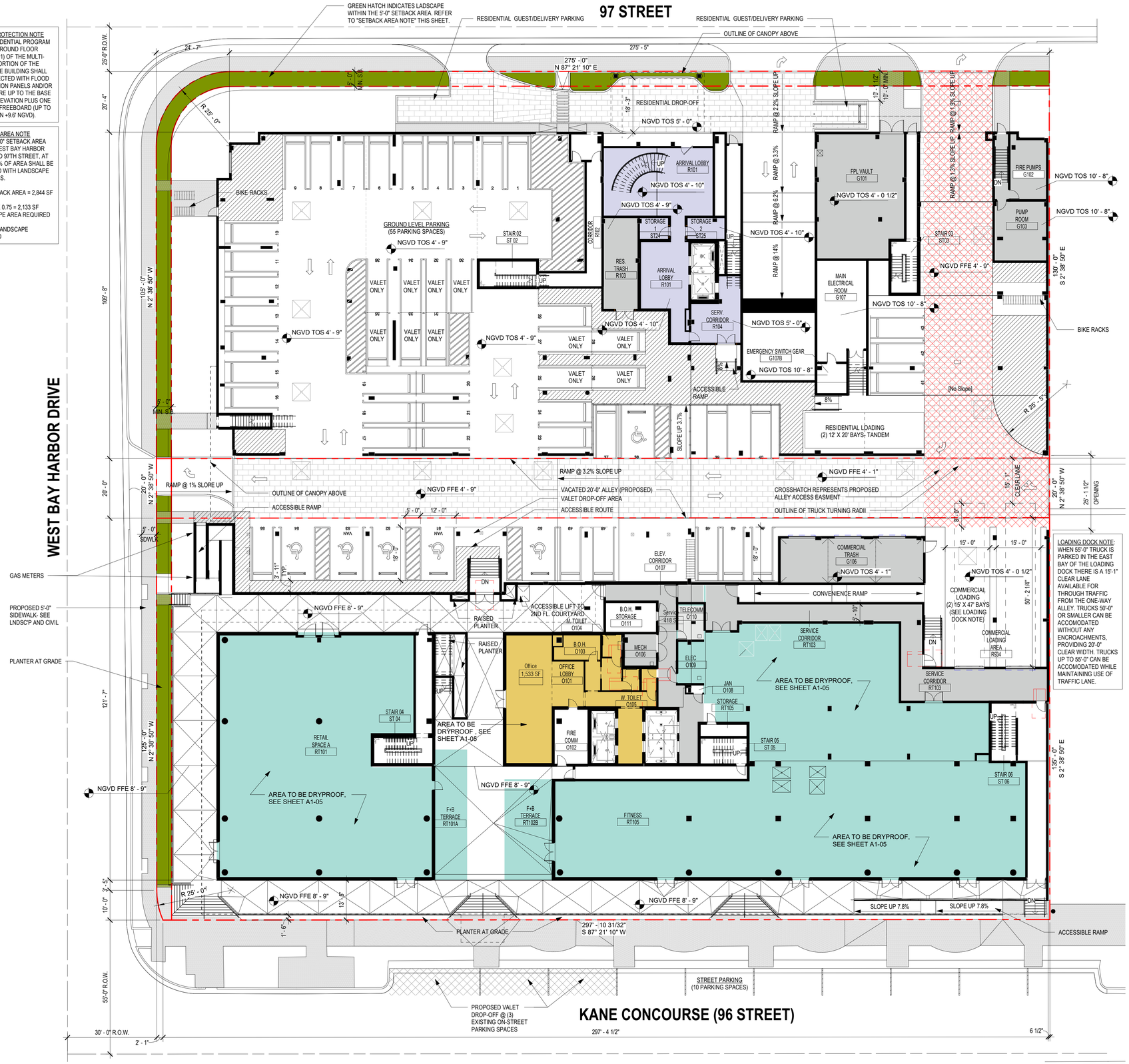
FLOOD PROTECTION NOTE
NON-RESIDENTIAL PROGRAM ON THE GROUND FLOOR (LEVEL R01) OF THE MULTI-FAMILY PORTION OF THE MIXED-USE BUILDING SHALL BE PROTECTED WITH FLOOD PROTECTION PANELS AND/OR STRUCTURE UP TO THE BASE FLOOD ELEVATION PLUS ONE FOOT OF FREEBOARD (UP TO ELEVATION +9.6' NGVD).

SETBACK AREA NOTE
WITHIN 5'-0" SETBACK AREA ALONG WEST BAY HARBOR DRIVE AND 97TH STREET, AT LEAST 75% OF AREA SHALL BE PROVIDED WITH LANDSCAPE MATERIALS.

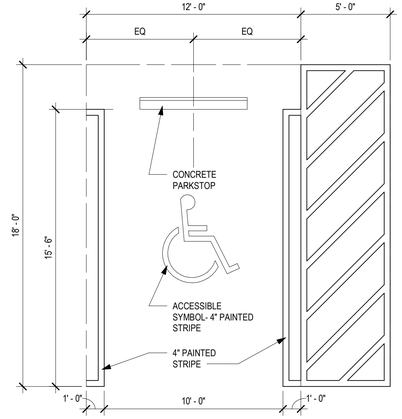
5'-0" SETBACK AREA = 2,844 SF

2,844 SF X 0.75 = 2,133 SF LANDSCAPE AREA REQUIRED

2,133 SF LANDSCAPE PROVIDED



LOADING DOCK NOTE:
WHEN 55'-0" TRUCK IS PARKED IN THE EAST BAY OF THE LOADING DOCK THERE IS A 15'-1" CLEAR LANE AVAILABLE FOR THROUGH TRAFFIC FROM THE ONE-WAY ALLEY. TRUCKS 50'-0" OR SMALLER CAN BE ACCOMODATED WITHOUT ANY ENCROACHMENTS, PROVIDING 20'-0" CLEAR WIDTH. TRUCKS UP TO 55'-0" CAN BE ACCOMODATED WHILE MAINTAINING USE OF TRAFFIC LANE.



2 ACCESSIBLE PARKING STALL- TYP.
SCALE: 1/4" = 1'-0"

3 STANDARD PARKING STALL- TYP.
SCALE: 1/4" = 1'-0"

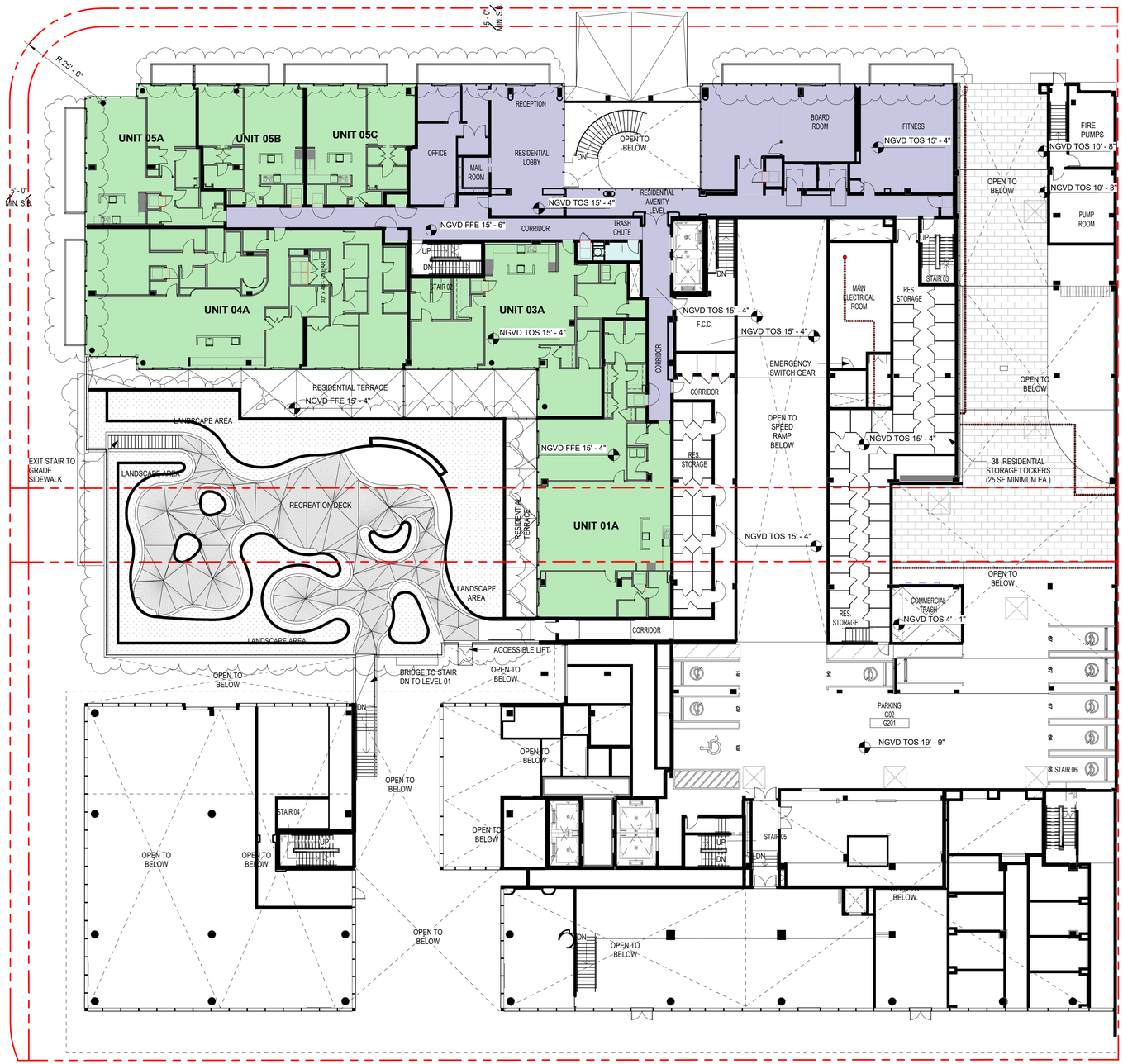
1 SITE PLAN- GROUND FLOOR
SCALE: 1/16" = 1'-0"

As indicated

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

10/24/2024 6:21:06 PM

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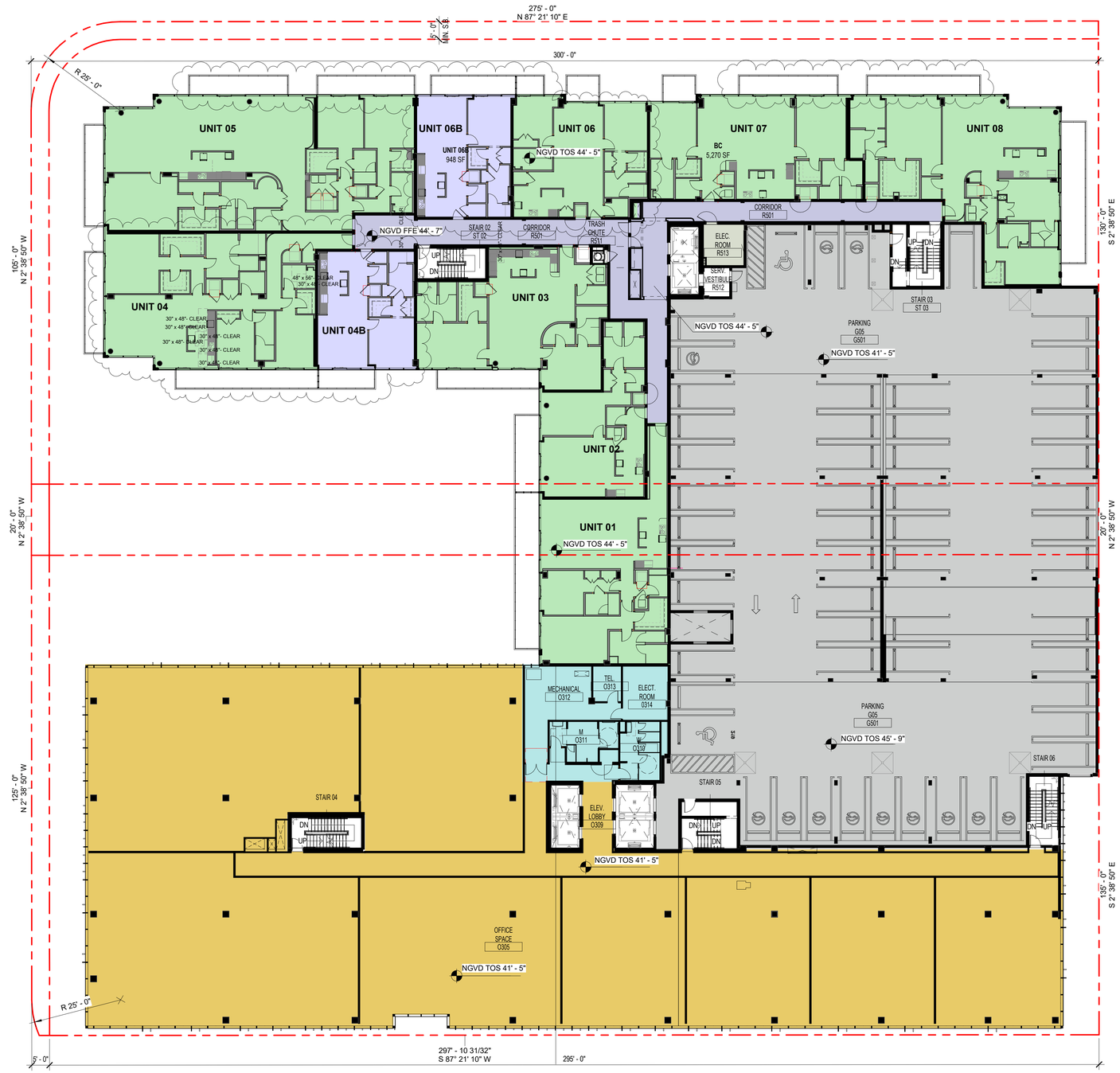
1 LEVEL R02
SCALE: 1/16" = 1'-0"

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

1/16" = 1'-0"

1/24/2024 6:21:16 PM

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1/16" = 1'-0"

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1/25/2024 11:02:07 AM

ARQUITECTONICA | 1177 Kane Concourse | *Date:* 12/8/2022 | OVERALL FLOOR PLAN- TYP. | A1-03

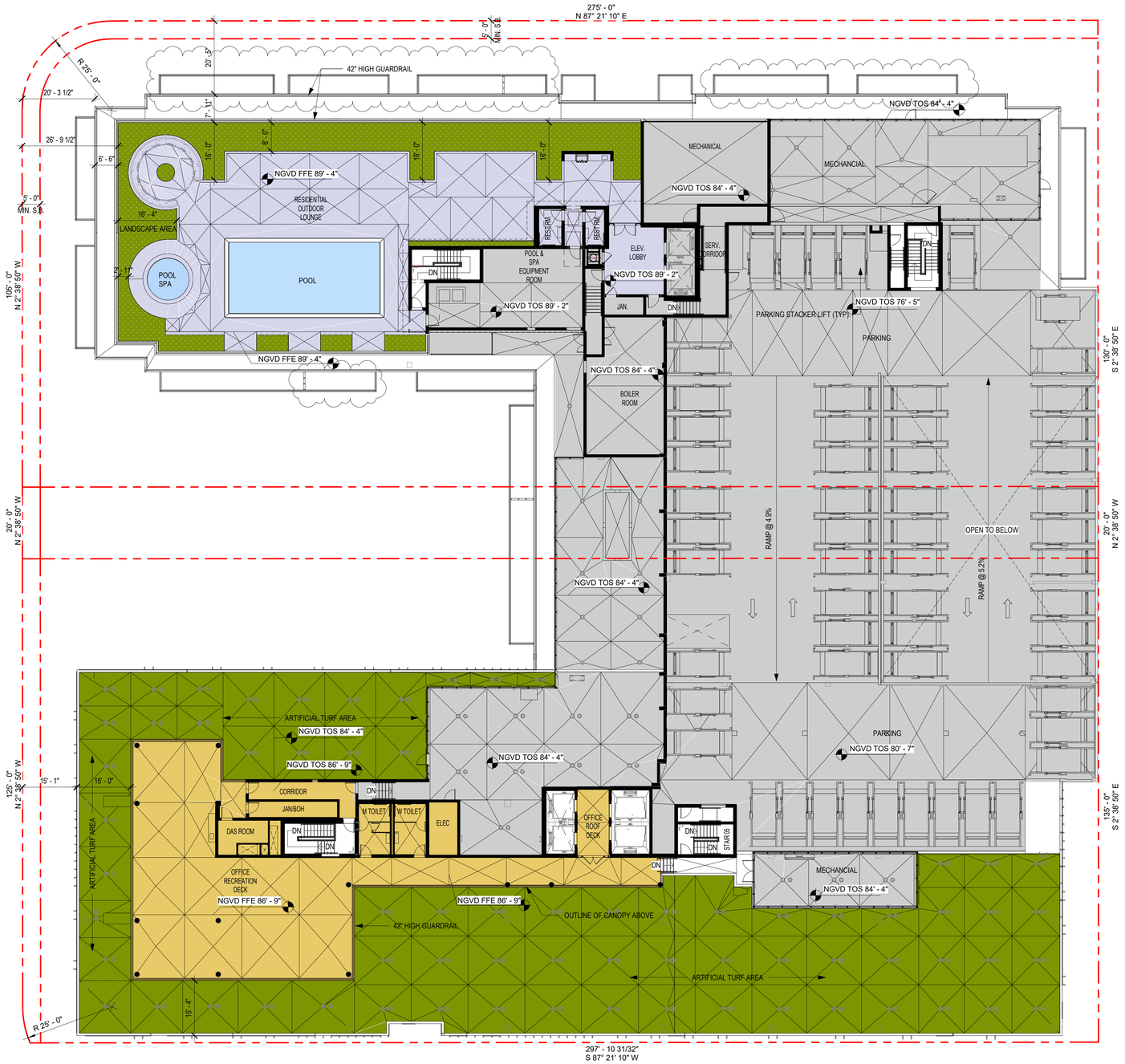
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ROOF LANDSCAPE AREA
ROOFTOPS SHALL HAVE NO LESS THAN 15% OPEN "GREEN" SPACE FOR THOSE PORTIONS USED FOR RECREATION.

ROOFTOPS OVER OFFICE AND RESIDENTIAL = 41,743 SF

GREEN SPACE = 24,114 SF

GREEN SPACE EXCEEDS 15% REQUIRED.



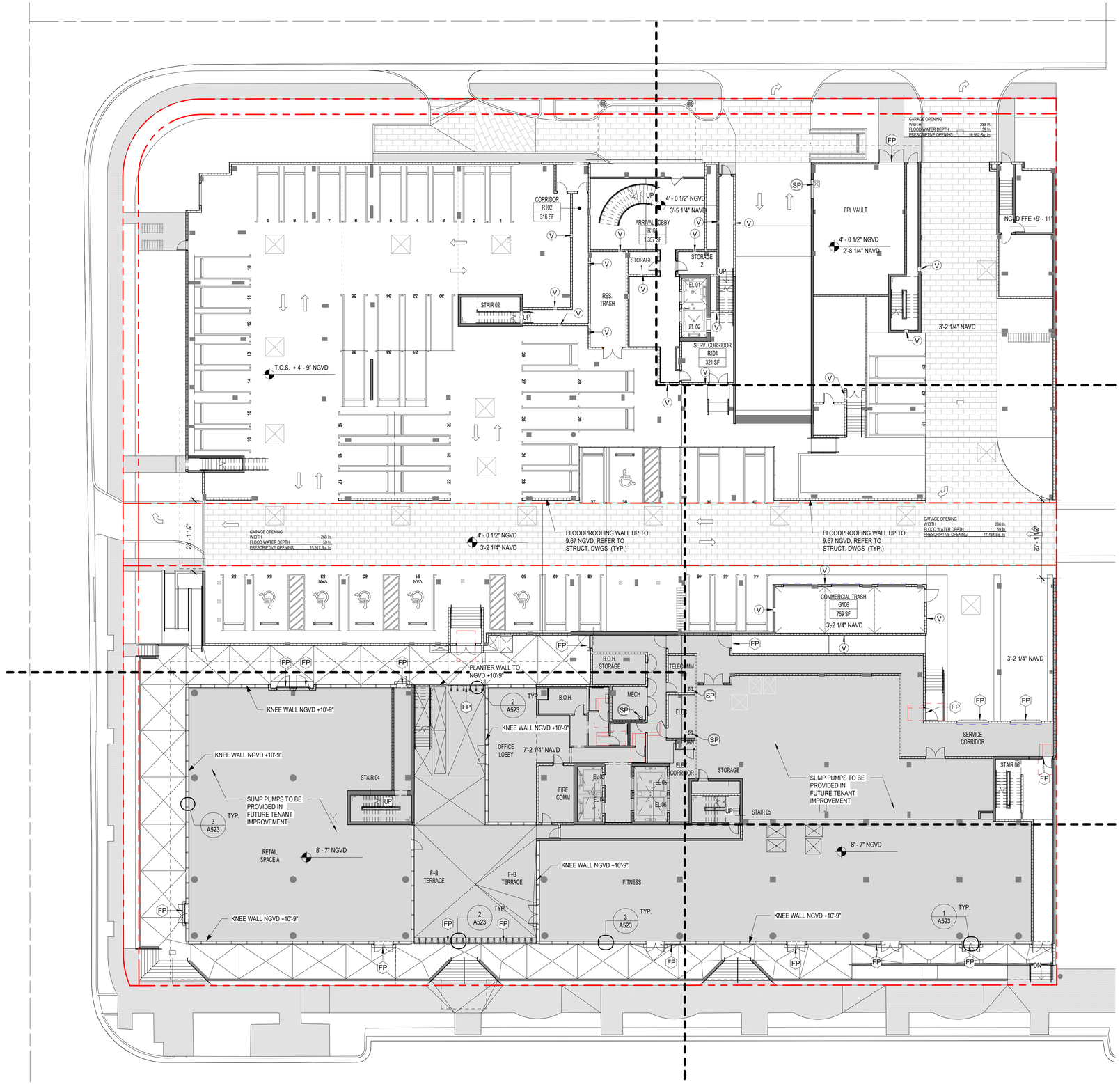
1 OVERALL ROOF PLAN
SCALE: 1/16" = 1'-0"

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

1/16" = 1'-0"

1/4/2024 6:21:36 PM

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1 LEVEL 01 FLOOD PANELS MAP.

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

FLOOD RESISTANT DESIGN CRITERIA

1. FLOOD ZONE INFORMATION
   COMUNITY NUMBER : 120637
   PANEL NUMBER: 0144L
   ZONE: AE
   BASE FLOOD ELEVATION: 9.67' NGVD.

2. FLOOD DESIGN CLASS OF BUILDING : FLOOD DESIGN CLASS 2.

3. FLOOD STRATEGY FOR THE PROPERTY SUBJECT OF THIS PERMIT IS TO WET FLOODPROOF THE PARKING AREA AND FOYER AREA AND PROVIDE DRY FLOODPROOFING ONLY AT FOYER RESTROOMS.

GENERAL NOTES

- AS PER **ASCE 24-14 SECT. 6.2.2** WALLS, FLOORS AND FLOOD SHIELDS TO BE DESIGNED AND CONSTRUCTED TO RESIST HYDROSTATIC, HYDRODYNAMIC AND OTHER FLOOD RELATED LOADS, INCLUDING THE EFFECTS OF BUOYANCY RESULTING FROM FLOODING TO THE ELEVATION OF 9.67' NGVD (BFE +1', AS PER TABLE 6-1 FLOOD DESIGN CLASS 2d)
- WET FLOODPROOFING FOR THE AREAS LOCATED BELOW BFE TO BE ACCOMPLISHED THROUGH THE USE OF FLOOD DAMAGE-RESISTANT MATERIALS AND TECHNIQUES IN ORDER TO MINIMIZE DAMAGE. ALL MATERIALS TO COMPLY WITH ASCE 24-14 CHAPTER 5;
- AS PER **ASCE 24-14, 5.2.1 THRU 5.2.6** ALL MATERIALS EXPOSED TO DIRECT CONTACT WITH FLOOD WATERS, PRECIPITATION OR WIND DRIVEN WATER SHALL BE MADE OF CORROSION RESTISTANT MATERIAL.
- ALL FLOOD PANELS TO BE DESIGNED TO REACH THE HEIGHT OF 10.67' NGVD (BFE+1). FLOOD BARRIERS SHALL BE DESIGNED BY A SPECIALTY ENGINNER. SUBMITT SHOP DRAWINGS AND CALCULATIONS FOR EOR REVIEW AND APPROVAL BEFORE CONSTRUCTION.
- G.C. TO PROVIDE EVALUATION REPORT OF PROPOSED SYSTEM BY A NATIONALLY RECOGNIZED TESTING LAB. SEE SAMPLE AT DETAIL ON THIS PAGE.
- NO OCCUPANCY IS ALLOWED IN ANY AREA RECEIVING FLOOD PANELS.
- **LIMITS ON HUMAN INTERVENTION**
  DRY FLOODPROOFING MEASURES THAT REQUIRE HUMAN INTERVENTION TO ACTIVATE OR IMPLEMENT PRIOR TO OR DURING A FLOOD SHALL BE PERMITTED ONLY WHEN ALL OF THE FOLLOWING CONDITIONS ARE SATISFIED: 1. THE FLOOD WARNING TIME (ALERTING POTENTIAL FLOOD VICTIMS OF A PENDING FLOOD SITUATION) SHALL BE A MINIMUM OF 12 HOURS UNLESS THE COMMUNITY OPERATES A FLOOD WARNING SYSTEM AND IMPLEMENTS AN EMERGENCY PLAN TO ENSURE SAFE EVACUATION OF FLOOD HAZARD AREAS, IN WHICH CASE HUMAN INTERVENTION IS ALLOWED ONLY IF THE COMMUNITY CAN PROVIDE A MINIMUM FLOOD WARNING TIME EQUAL TO OR LONGER THAN THE CUMULATIVE TIME (A) TO NOTIFY PERSONS RESPONSIBLE FOR INSTALLATION OF FLOODPROOFING MEASURES, (B) FOR RESPONSIBLE PERSONS TO TRAVEL TO STRUCTURES TO BE FLOODPROOFED, (C) TO INSTALL, ACTIVATE, OR IMPLEMENT FLOODPROOFING MEASURES, AND (D) TO EVACUATE ALL OCCUPANTS FROM THE FLOOD HAZARD AREA. 2. ALL REMOVABLE SHIELDS OR COVERS FOR OPENINGS SUCH AS WINDOWS, DOORS, AND OTHER OPENINGS IN WALLS SHALL BE DESIGNED TO RESIST FLOOD LOADS SPECIFIED IN SECTION 1.6. 3. WHERE REMOVABLE SHIELDS ARE TO BE USED, A FLOOD EMERGENCY PLAN SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION AND SHALL SPECIFY, AT A MINIMUM, THE FOLLOWING INFORMATION: STORAGE LOCATIONS OF THE SHIELDS, THE METHOD OF INSTALLATION, CONDITIONS ACTIVATING INSTALLATION, MAINTENANCE OF SHIELDS AND ATTACHMENT DEVICES, PERIODIC PRACTICE OF INSTALLING SHIELDS, TESTING SUMP PUMPS AND OTHER DRAINAGE MEASURES, AND INSPECTING NECESSARY MATERIAL AND EQUIPMENT TO ACTIVATE OR IMPLEMENT FLOODPROOFING. THE FLOOD EMERGENCY PLAN SHALL BE POSTED PERMANENTLY IN AT LEAST TWO CONSPICUOUS LOCATIONS WITHIN THE STRUCTURE.

ELECTRICAL SERVICE

- SERVICE CONDUITS & CABLES BELOW 9.67' NGVD (PROJECT DFE) SHALL BE WATERPROOFED OR CONFORM TO NFPA 70/NFPA 2011 FOR WET LOCATIONS. WHEN UNDERGROUND MUST BE BURIED TO A DEPTH SUFFICIENT TO PREVENT MOVEMENT, SEPARATION, LOSS DUE TO EROSION.
- EXPOSED CONDUIT AND CABLES TO BE DESIGNED TO WITHSTAND FLOOD-RELATED LOADS, BUOYANCY, HYDRODYNAMIC FORCES & DEBRIS IMPACT. ELECTRICAL CONDUITS AND CABLES AND PROTECTIVE ENCLOSURES INSTALLED BELOW 9.67' NGVD SHALL BE SEALED TO PREVENT THE ENTRANCE OF FOODWATERS INTO ELECTRICAL CONDUITS AND ELECTRICAL SERVICE COMPONENTS.
- ALL ELECTRICAL ELEMENTS AND LIGHTING ON LEVEL 01 THAT ARE OUTSIDE THE RESTROOMS TO BE PLACED ABOVE B.F.E.
- LIFE SAFETY ELECTRICAL COMPONENTS PLACED BELOW DFE TO BE ENERGIZED FROM A PANEL ABOVE DFE AND SUPPLIED BY BRANCH CIRCUITS ORIGINATING FROM GFI BREAKERS.
- FOR FURTHER DETAILS SEE **ASCE 24-14, CH. 7.2.1 THRU 7.2.5**

PLUMBING SYSTEMS

- PLUMBING SYSTEMS IN THESE NOTES SHALL INCLUDE SANITARY COLLECTION SYSTEMS, RAIN RUNOFF COLLECTION SYSTEMS, SANITARY FACILITIES AND PLUMBING FIXTURES, WATER SUPPLY SYSTEMS (INCLUDING HOT WATER HEATERS AND WATER CONDITIONING EQUIPMENT), AND SEWAGE DISPOSAL SYSTEMS.
- UNDERGROUND SYSTEMS SHALL BE BURIED TO A DEPTH SUFFICIENT TO PREVENT MOVEMENT, SEPARATION, OR LOSS DUE TO FLOODING AND EROSION UNDER DESIGN FLOOD CONDITIONS.
- PLUMBING SYSTEMS AND COMPONENTS EMERGING FROM UNDERGROUND SHALL BE DESIGNED, CONSTRUCTED, ANCHORED, AND PROTECTED TO WITHSTAND FLOOD-RELATED LOADS, INCLUDING THE EFFECTS OF BUOYANCY, HYDRODYNAMIC FORCES, AND DEBRIS IMPACTS.
- WHERE PLUMBING SYSTEMS AND COMPONENTS HAVE OPENINGS BELOW 5.00; NGVD, THE OPENINGS SHALL BE PROTECTED WITH AUTOMATIC BACKWATER VALVES OR OTHER AUTOMATIC BACKFLOW DEVICES. DEVICES SHALL BE INSTALLED IN EACH LINE THAT EXTENDS BELOW THE DFE TO PREVENT RELEASE OF SEWAGE INTO FLOOD WATERS AND TO PREVENT INFLTRATION BY FLOOD WATERS INTO THE PLUMBING. REDUNDANT DEVICES REQUIRING HUMAN INTERVENTION SHALL BE PERMITTED.
- SANITARY SYSTEMS SHALL BE DESIGNED TO MINIMIZE INFLTRATION OF FLOOD WATERS INTO THE SYSTEMS AND DISCHARGES FROM THE SYSTEMS INTO FLOOD WATERS. VENTS AND OPENINGS SHALL BE ABOVE 5.00 NGVD. SANITARY SYSTEM STORAGE TANKS SHALL BE DESIGNED, CONSTRUCTED, INSTALLED, AND ANCHORED TO RESIST AT LEAST 1.5 TIMES THE POTENTIAL BUOYANT AND OTHER FOOD FORCES ACTING ON AN EMPTY TANK DURING DESIGN FLOOD CONDITIONS. TANKS AND PIPING SHALL BE INSTALLED TO RESIST LOCAL SCOUR AND EROSION.
- SANITARY SYSTEMS THAT MUST REMAIN OPERATIONAL DURING OR IMMEDIATELY AFTER THE DESIGN FLOOD OR LESSER FLOODS SHALL BE EQUIPPED WITH A SEALED STORAGE TANK THAT IS SIZED TO STORE AT LEAST 150% OF THE ANTICIPATED SEWAGE FLOW ASSOCIATED WITH OCCUPANCY DURING FLOOD CONDITIONS AND DURING SUBSEQUENT PERIODS OF SATURATED SOIL WHEN SEWAGE WILL NOT PERCOLATE.
- FOR FURTHER DETAILS SEE **ASCE 24-14, CH. 7.3.1 THRU 7.3.4**

MEP SYSTEMS

- FUEL SUPPLY LINES EXTENDING BELOW 9.67' NGVD SHALL BE EQUIPPED WITH A FLOAT OPERATED AUTOMATIC CONTROL VALVE TO SHUT OFF FUEL SUPPLY WHEN FLOOD WATERS RISE ABOVE 9.67' NGVD
- FOR FURTHER DETAILS SEE **ASCE 24-14, CH. 7.4**

ELEVATORS NOTES

- ELEVATOR SHAFT ENCLOSURES TO BE REINFORCED CMU OR CONCRETE TO RESIST HYDROSTATIC, HYDRODYNAMICS AND DEBRIS IMPACT FORCES IN ACCORDANCE WITH **ASCE 7 (ASCE/SEI 2010)**
- ALL ELEVATORS TO BE EQUIPPED WITH FLOAT SWITCHES, PER ASME A17.1
- ELEVATOR EQUIPMENT: USE FLOOD DAMAGE-RESISTANT ELECTRICAL COMPONENTS OR PLACE GEAR IN WATER RESISTANT ENCLOSURE FOR ALL ITEMS LOCATED BELOW BFE +1.
- ELECTRICAL EQUIPMENT: ALL EQUIPMENT LOCATED BELOW BFE TO BE INSIDE A NEMA 4-RATED ENCLOSURE FOR WATER RESISTANCE
- FOR FURTHER DETAILS SEE **NFIP TECHNICAL BULLETTIN 4 / JUNE 2019** AND **ASCE 24-14, CH. 7.5**

STAIRS

- STAIRWAYS AND RAMPS THAT ARE LOCATED BELOW BFE SHALL BE DESIGNED AND CONSTRUCTED TO RESIT FLOOD RELATED LOADS AS SPECIFIED IN SECTION 1.6 ASCE 24-14 AND MINIMIZE TRANSFER OF FLOOD RELATED LOADS TO THE STRUCTURE FOUNDATION. OR
- BREAKAWAY DURING DESIGN FLOOD CONDITIONS WITHOUT CAUSING DAMAGE TO THE STRUCTURE, INCLUDING THE FOUNDATION.
- USE MATERIALS TO CONFORM TO CHAPTER 5 ASCE 24-14. FOR THOSE PORTIONS OF THE STAIR AND RAMPS THAT ARE LOCATED BELOW THE ELEVATIONS SPECIFIED IN TABLE 2.1 AND 4.1 INCLUDING ITEMS SUCH AS GATES AND DOORS.

GENERATOR

THE GENARATOR IS LOCATED AT THE ROOF. REFER TO SHEET E210B AND SHEET A110B.

NON-ENGINEERED OPENING CALCULATION TABLE

ROOM NAME	ROOM AREA Sq.ft	NUMBER OF FLOOD VENTS PROVIDED	AREA COVERED PER VENT in Sq.ft.(220 p/ vent)	REQUIRED PRESCRIPTIVE OPENING (Sq.In.)	PROVIDED OPENING (Sq In)
G 1003 RESI STORAGE	411	1	440		
G 106 COMMERCIAL TRASH	759	4	880		
R 101 RESIDENTIAL LOBBY	1321	5	1320		
RESI TRASH	353	2	440		
R 1002 CORRIDOR	292	3	660		
R 1004 SERVICE CORRIDOR	320	2	440		
R 1005 RESI STORAGE	95	1	440		
R 1007 STORAGE	341	2	440		
PARKING	32.824			32824	49,973

LEGEND

(V)	16" x 8" x 8" DEEP FLOOD FLAP AUTOMOATIC FLOOD VENT MODEL No. FFWF12 OR SIMILAR. WITH 2 HR. FIRE DAMPER KIT. INSTALLED AT 12" A.F.F.
FP	FLOOD BARRIER INC. FLOOD PANEL OR SIMILAR GC TO PROVIDE SIGN AND SEAL CALCULATIONS BY FLORIDA REGISTERED ENGINNER.
SP	SUMP PUMP. REFER TO PLUMBING DRAWINGS.
	WET FLOODPROOFING
	DRY FLOODPROOFING

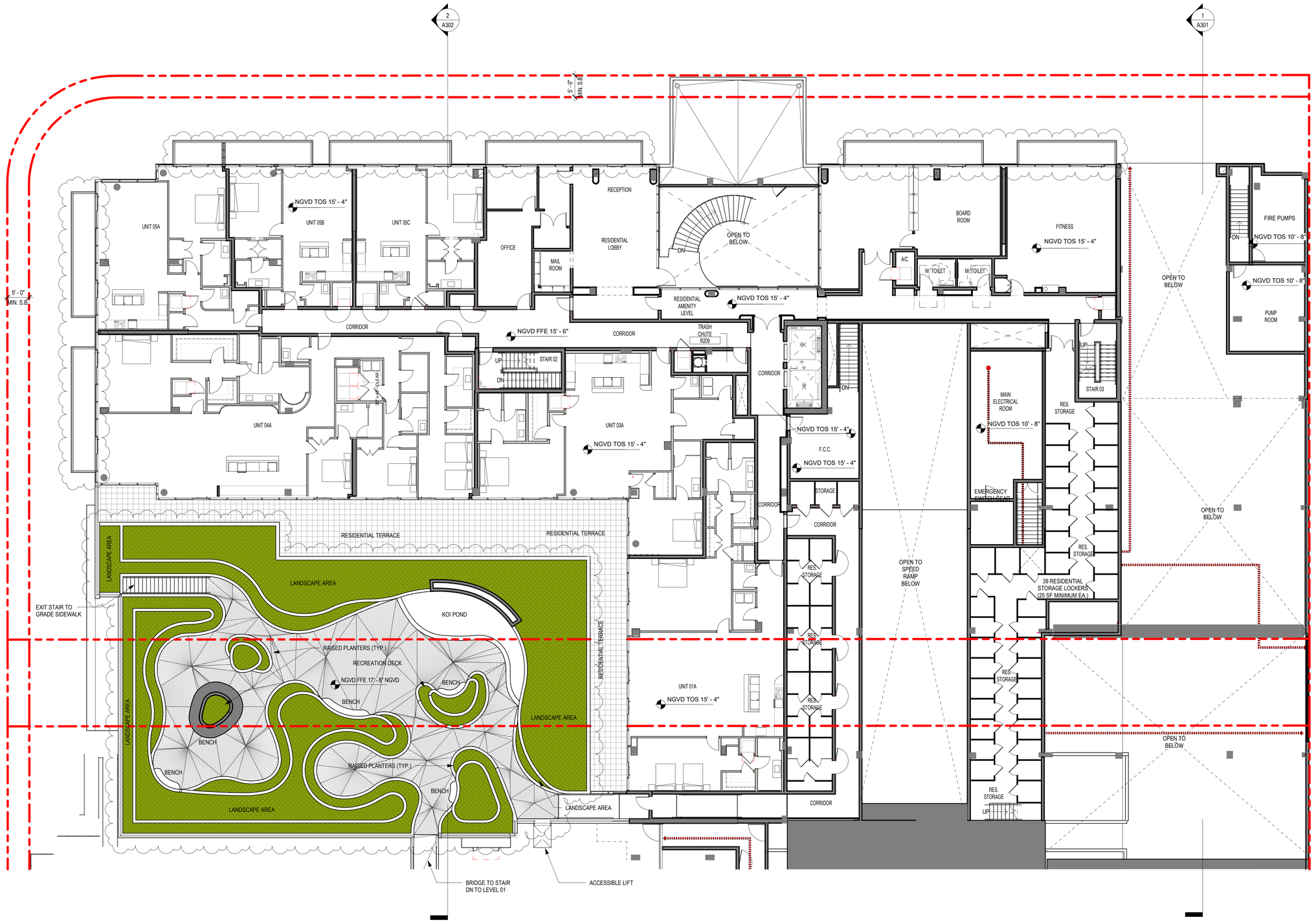
NGVD = NGVD29
NAVD = NAVD88

ALL FLOOD PANELS TO +9'10" NGVD

1/16" = 1'-0"

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

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1 LEVEL R02- Enlarged

SCALE: 3/32" = 1'-0"

3/32" = 1'-0"

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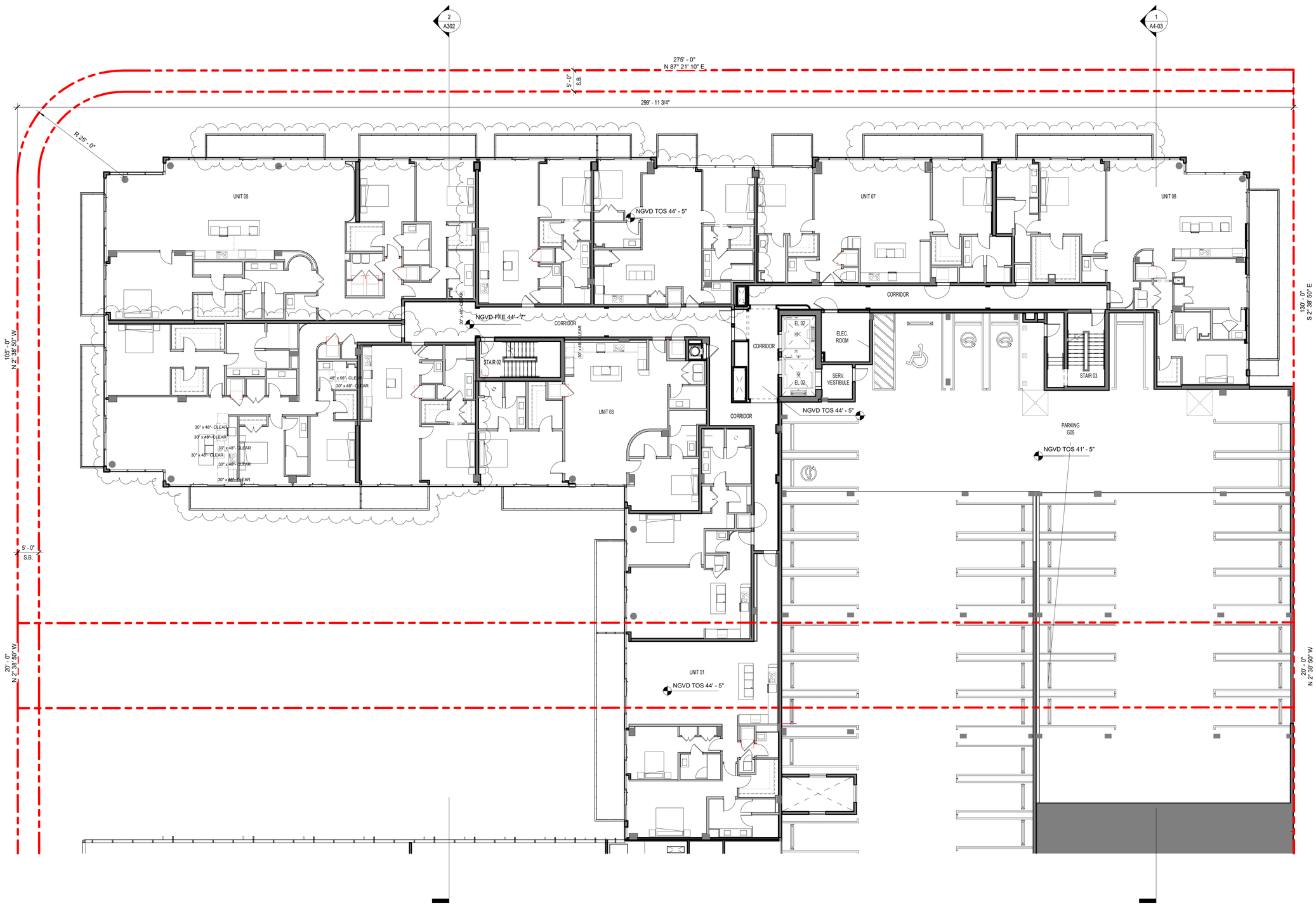
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Date: 03/28/2022

ENLARGED FLOOR PLAN

A1-12



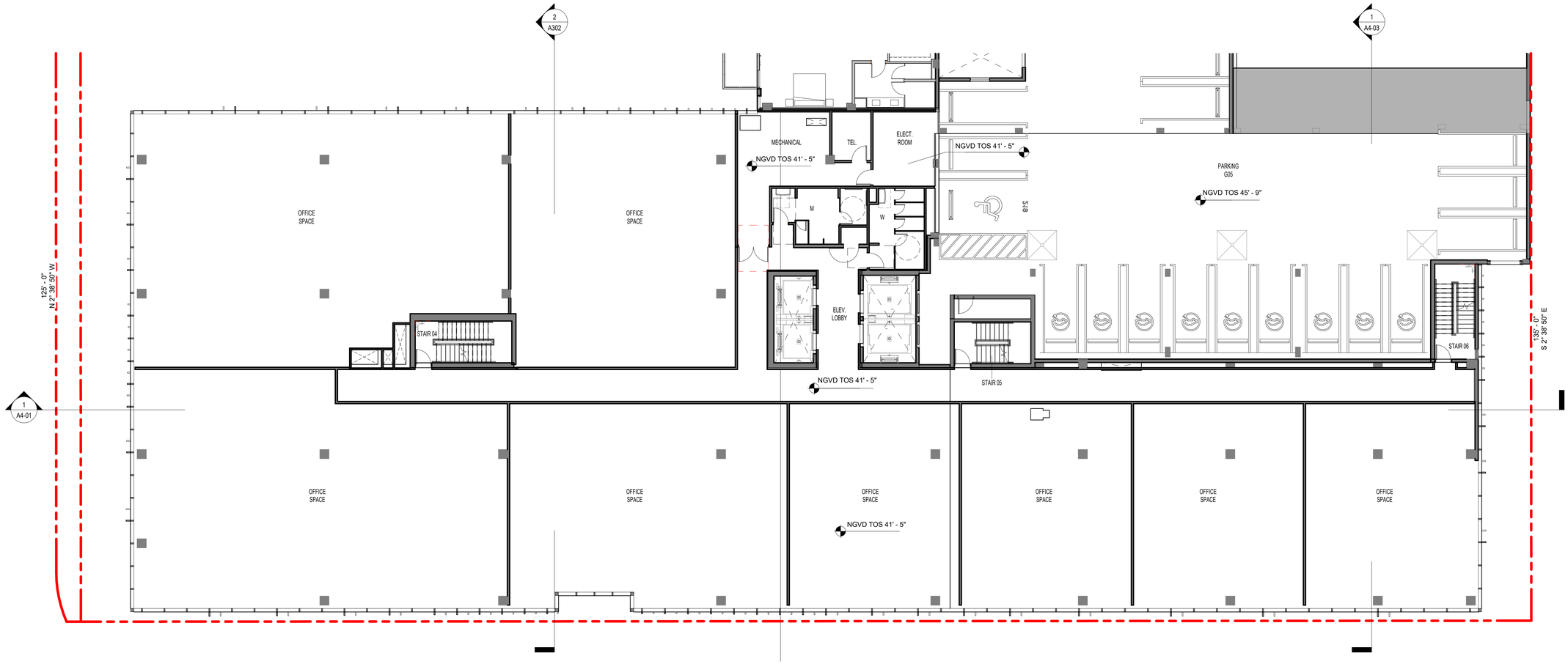
1 RESIDENTIAL FLOOR PLAN - LEVELS R3 TO R8.
SCALE: 3/32" = 1'-0"

3/32" = 1'-0"

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1/25/2024 11:02:12 AM

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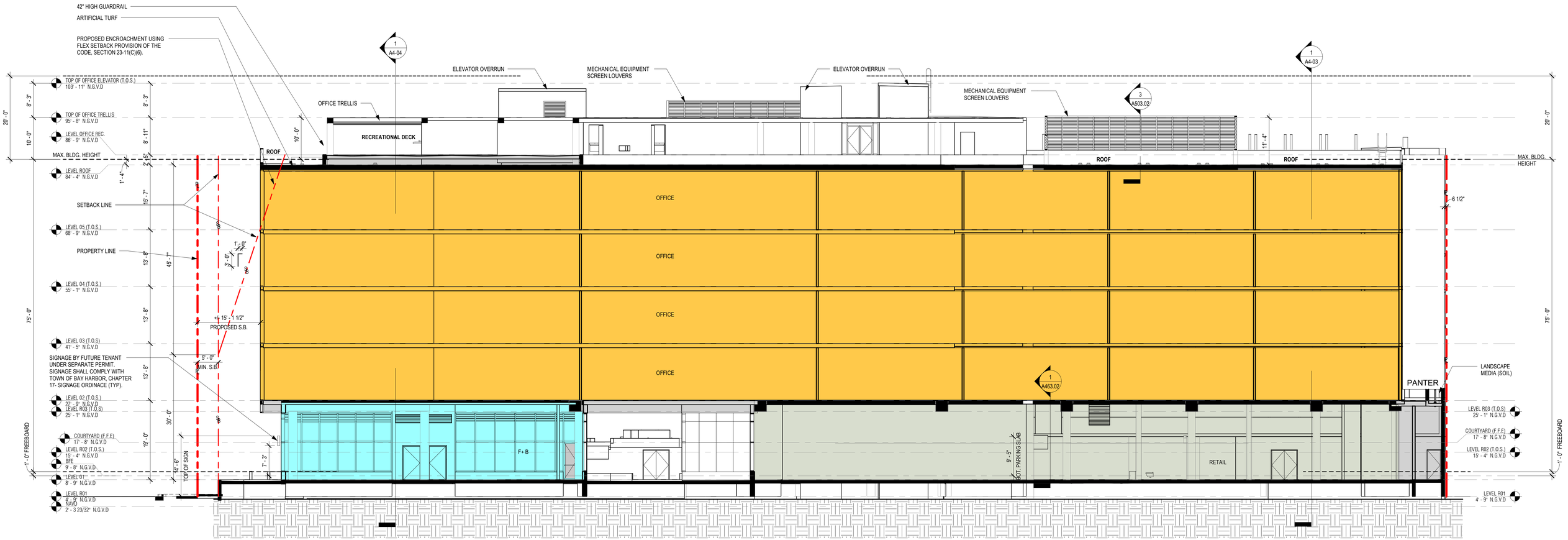
2 OFFICE FLOOR PLAN- LEVELS 02 TO 05.

SCALE: 3/32" = 1'-0"

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3/32" = 1'-0"

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1 OFFICE- LONGITUDINAL BUILDING SECTION

SCALE: 3/32" = 1'-0"

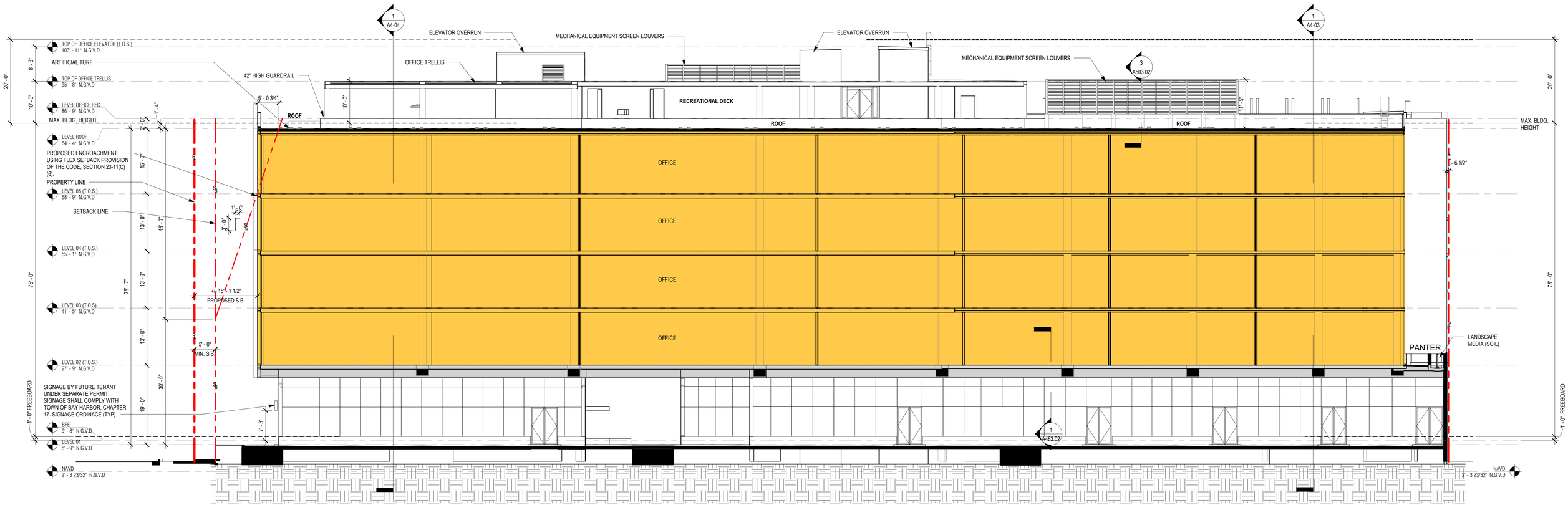
The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

3/32" = 1'-0"

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1 OFFICE- LOGINTUDINAL BUILDING SECTION @ RETAIL OVERHANG

SCALE: 3/32" = 1'-0"

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3/32" = 1'-0"

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ARQUITECTONICA

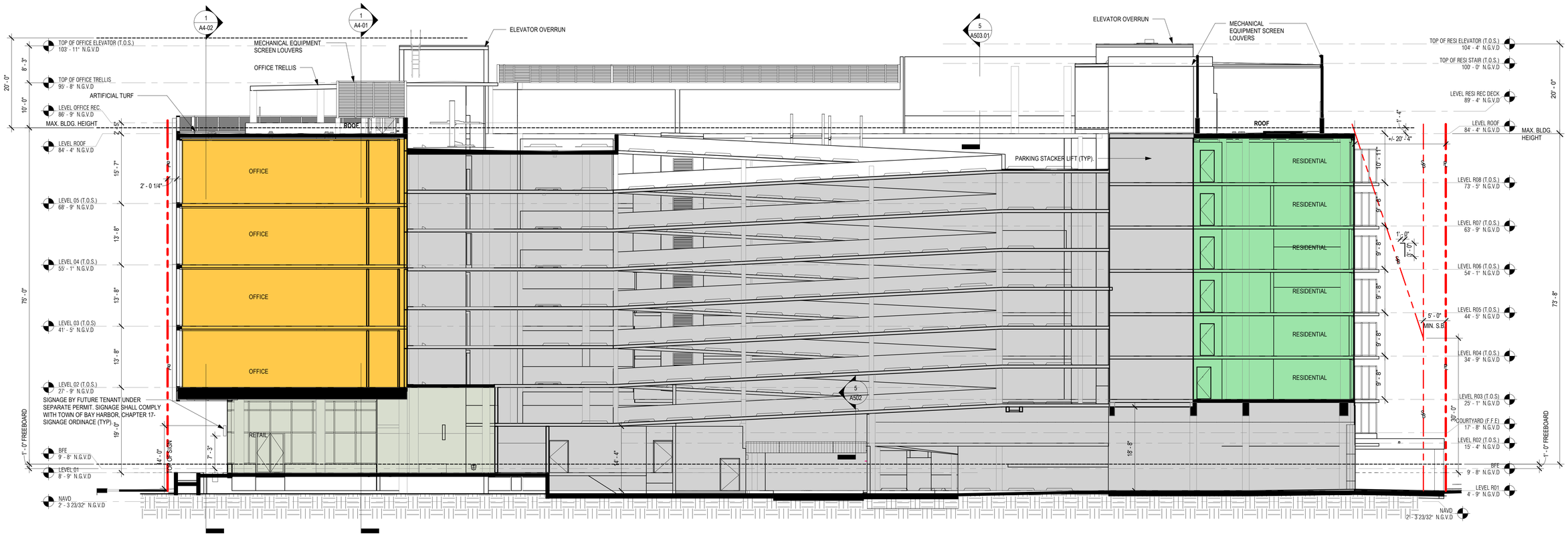
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Date: 03/28/2022

BUILDING SECTION

A4-02



1 BUILDING SECTION @ ALLEY EASMENT

SCALE: 3/32" = 1'-0"

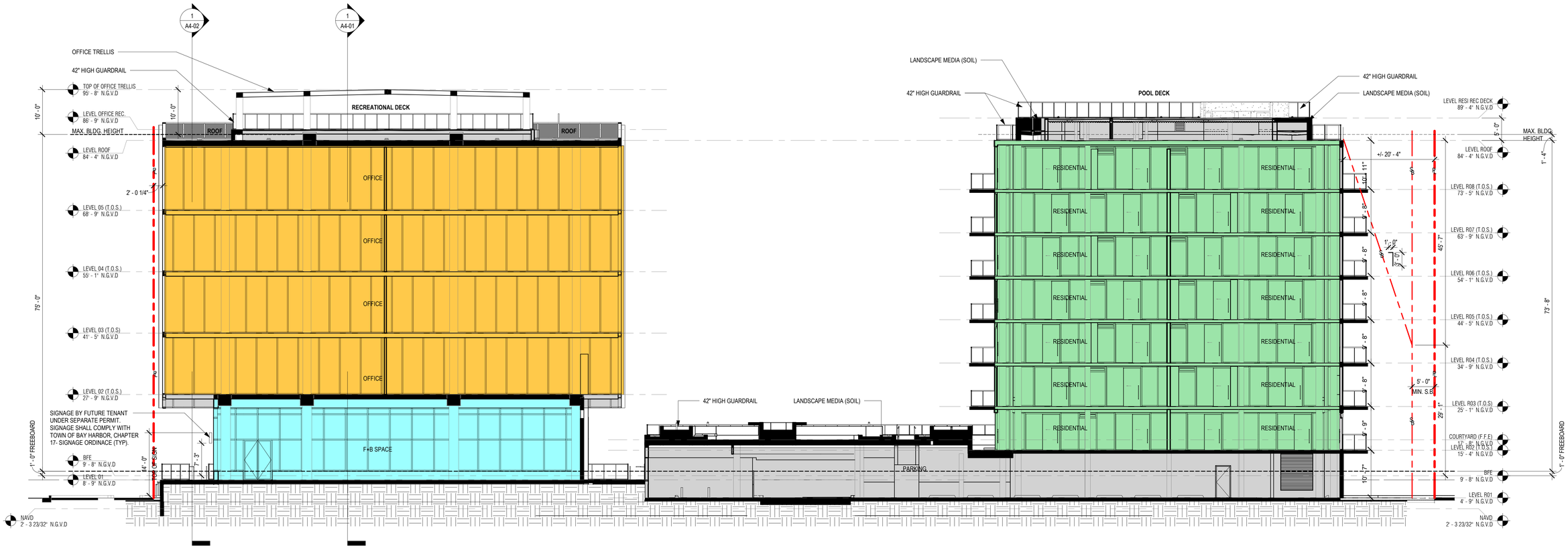
The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

3/32" = 1'-0"

12/4/2024 6:22:17 PM

ARQUITECTONICA | 1177 Kane Concourse | Date: 03/28/2022 | BUILDING SECTION | A4-03

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1 BUILDING SECTION @ COURTYARD

SCALE: 3/32" = 1'-0"

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3/32" = 1'-0"

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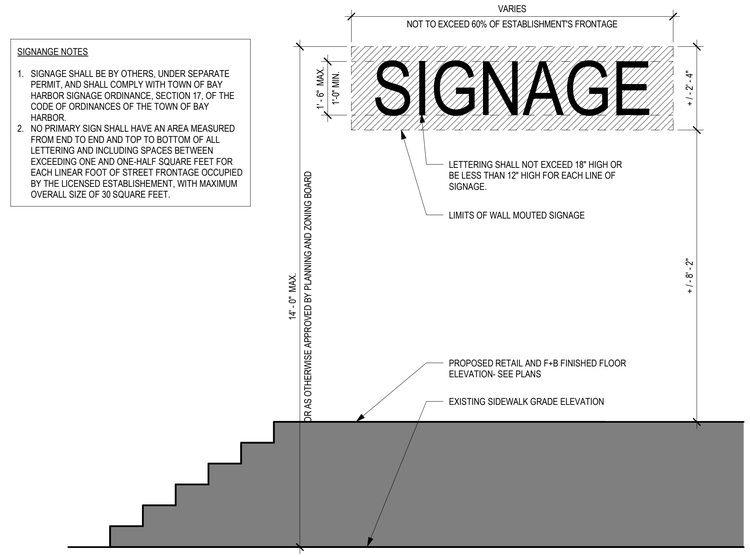
Date: 03/28/2022

BUILDING SECTION

A4-04

SIGNANGE NOTES

1. SIGNAGE SHALL BE BY OTHERS, UNDER SEPARATE PERMIT, AND SHALL COMPLY WITH TOWN OF BAY HARBOR SIGNAGE ORDINANCE, SECTION 17, OF THE CODE OF ORDINANCES OF THE TOWN OF BAY HARBOR.
2. NO PRIMARY SIGN SHALL HAVE AN AREA MEASURED FROM END TO END AND TOP TO BOTTOM OF ALL LETTERING AND INCLUDING SPACES BETWEEN EXCEEDING ONE AND ONE-HALF SQUARE FEET FOR EACH LINEAR FOOT OF STREET FRONTAGE OCCUPIED BY THE LICENSED ESTABLISHEMENT, WITH MAXIMUM OVERALL SIZE OF 30 SQUARE FEET.



1 SIGNAGE DETAIL
SCALE: 1/2" = 1'-0"

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The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

1/2" = 1'-0"

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1 SOUTH ELEVATION A - COLORED

SCALE: 3/32" = 1'-0"

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3/32" = 1'-0"

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1 NORTH ELEVATION- COLORED
SCALE: 3/32" = 1'-0"

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3/32" = 1'-0"

1/24/2024 6:22:27 PM

ARQUITECTONICA | 1177 Kane Concourse | Date: 03/28/2022 | NORTH ELEVATION- COLORED | A7-02

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1 WEST ELEVATION- COLORED

SCALE: 3/32" = 1'-0"

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3/32" = 1'-0"

12/4/2024 6:22:29 PM

ARQUITECTONICA | 1177 Kane Concourse | Date: 03/28/2022 | WEST ELEVATION- COLORED | A7-03

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1 EAST ELEVATION D - COLORED
SCALE: 3/32" = 1'-0"

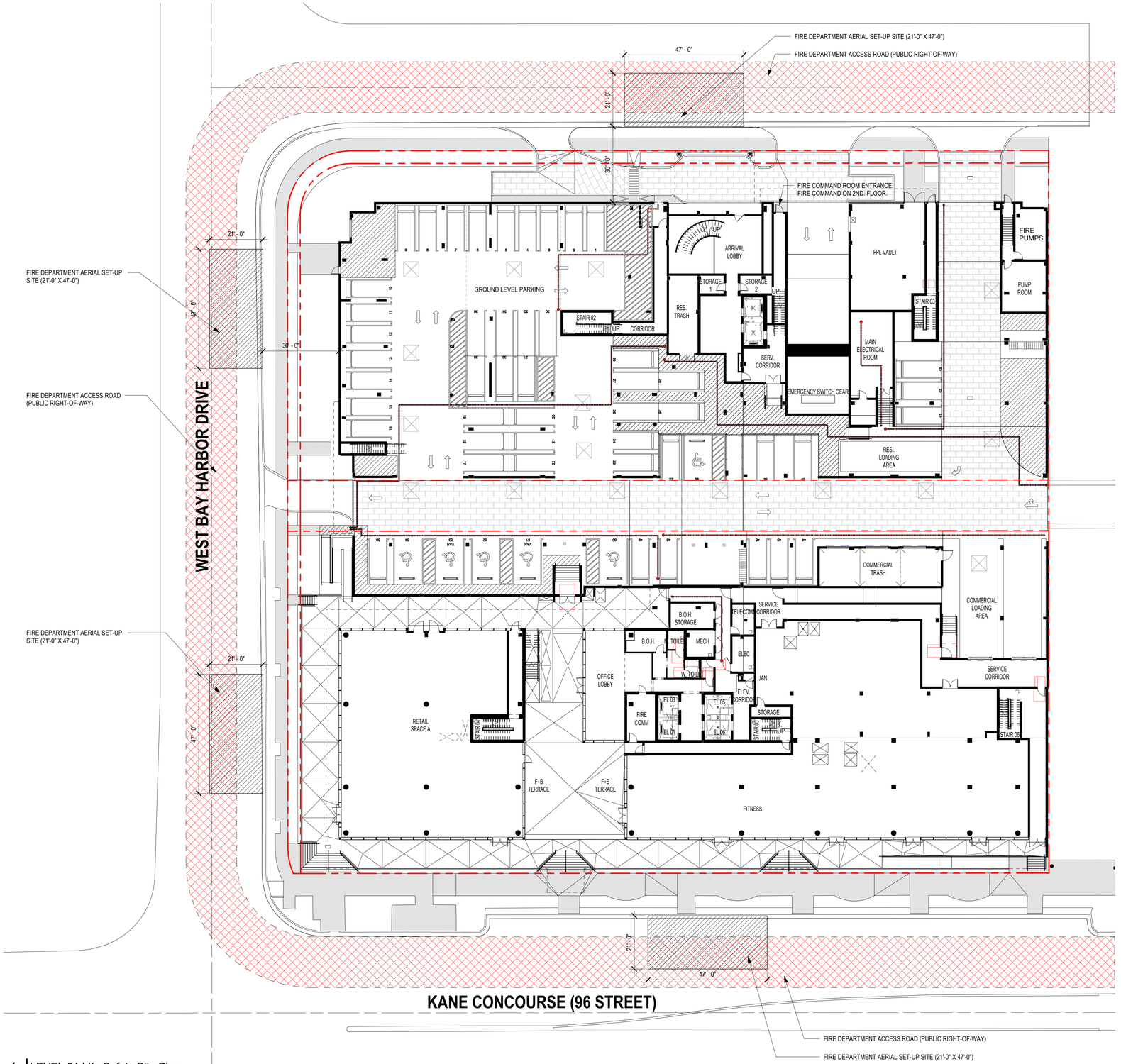
The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.

3/32" = 1'-0"

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ARQUITECTONICA | 1177 Kane Concourse | Date: 03/28/2022 | EAST ELEVATION- COLORED | A7-04

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1 LEVEL 01 Life Safety Site Plan
SCALE: 1" = 20'-0"

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1" = 20'-0"

1/24/2024 6:22:41 PM

ARQUITECTONICA | 1177 Kane Concourse | Date: 03/28/2022 | LIFE SAFETY SITE PLAN | A9-01

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1177 KANE CONCOURSE
PROPOSED PROGRAM AND BUILDING MODIFICATIONS COMPARISON



1177 Kane Concourse

Bay Harbor Islands, FL 33154

May 5th, 2024

TOWN COUNCIL FINAL APPROVED SET

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Traffic/Parking:
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CORAL GABLES, FL 33134
P: 305.447.0900
www.dplummer.com

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1177 KANE CONCOURSE
ENTITLEMENTS PROGRAM COMPARISON

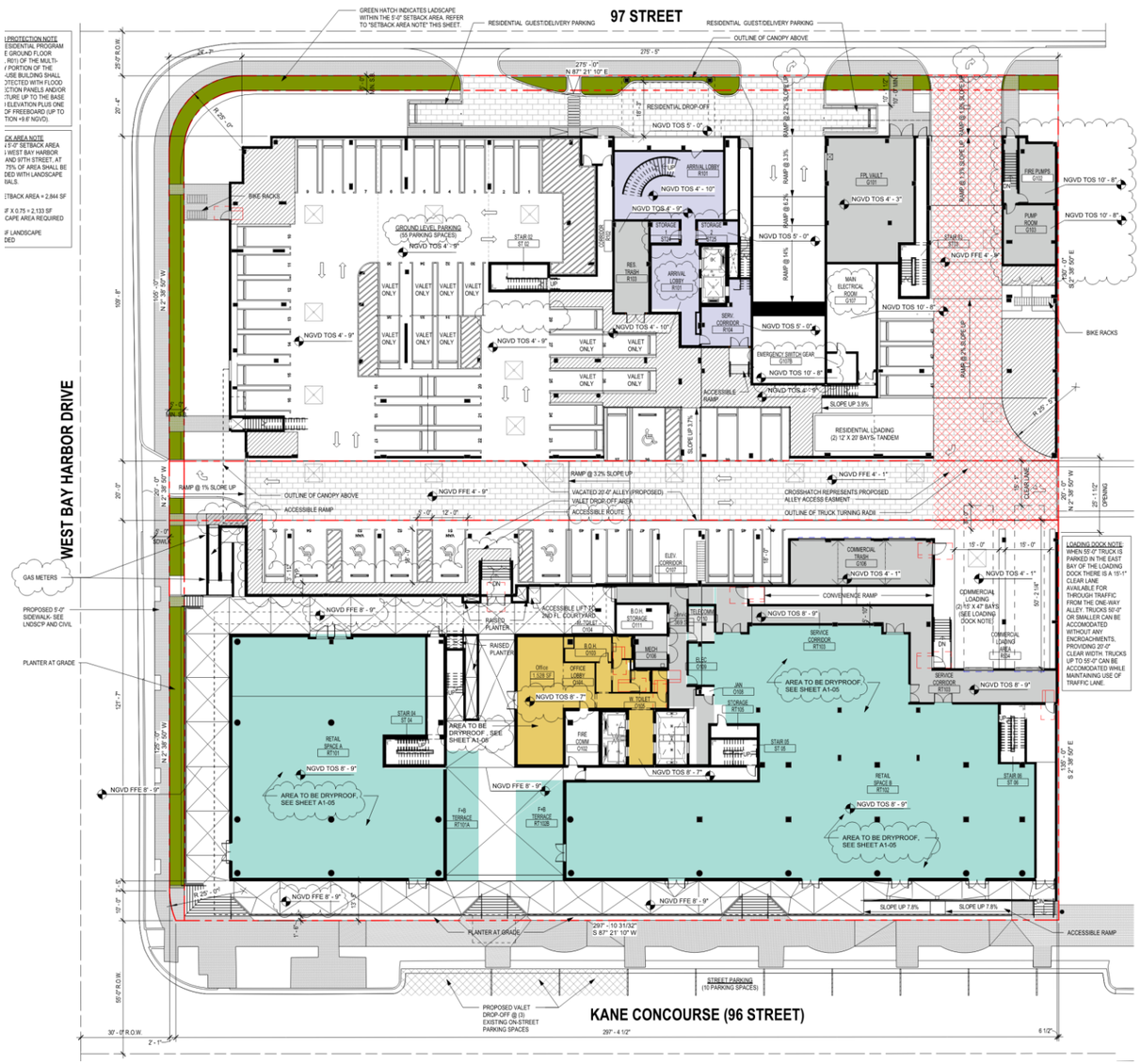
ENTITLEMENTS PROGRAM
TOWN COUNCIL – APPROVED

	DEVELOPMENT AGREEMENT	PROPOSED PROGRAM
RESIDENTIAL UNITS	90	54
OFFICE	98,800	98,445
FOOD & BEV. + RETAIL NSF	14,900	15,832
PARKING SPACES	520	522

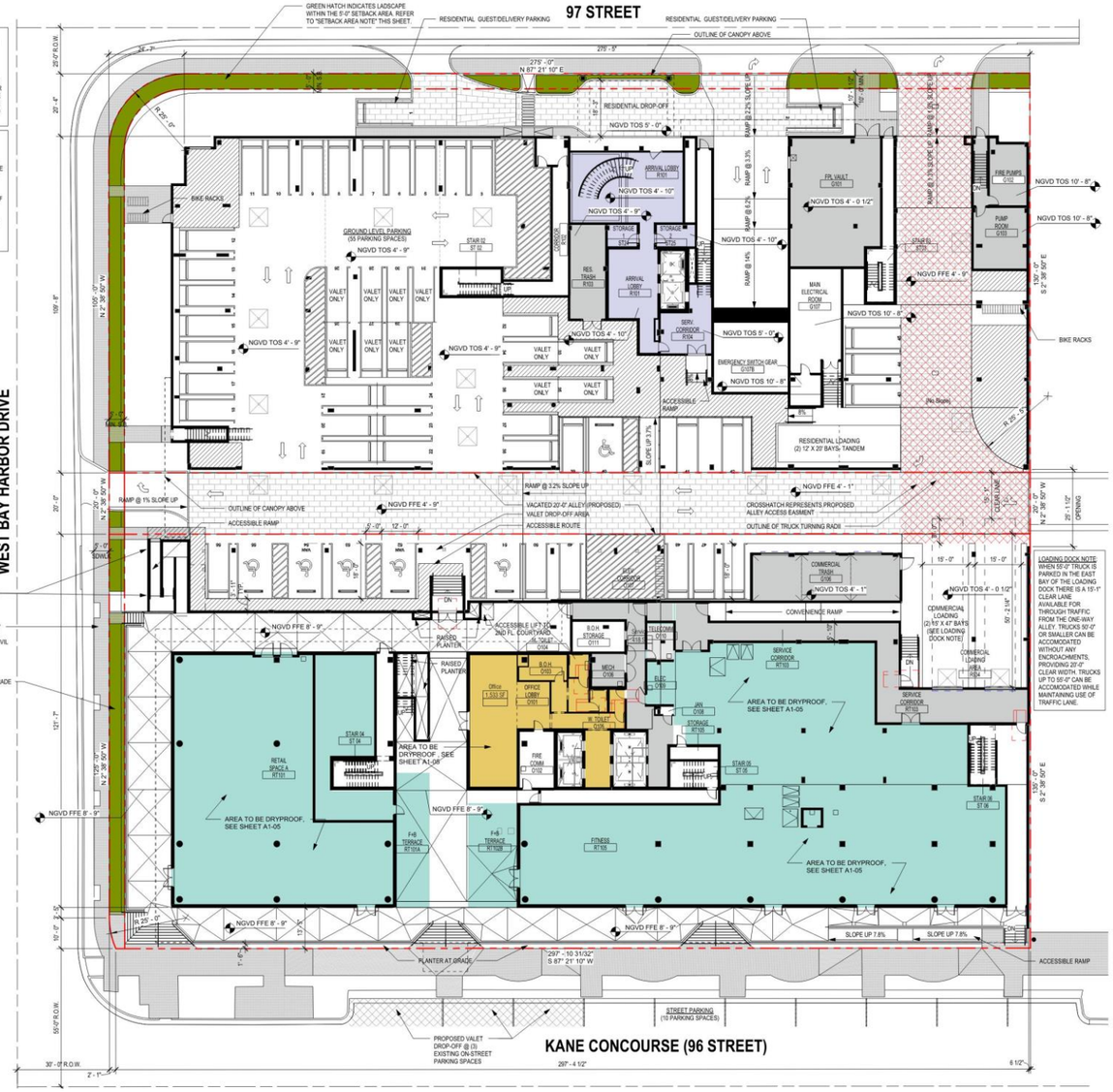
ENTITLEMENTS PROGRAM
CURRENT

	DEVELOPMENT AGREEMENT	PROPOSED PROGRAM
RESIDENTIAL UNITS	90	66
OFFICE	98,800	98,445
FOOD & BEV. + RETAIL NSF	14,900	15,832
PARKING SPACES	520	522

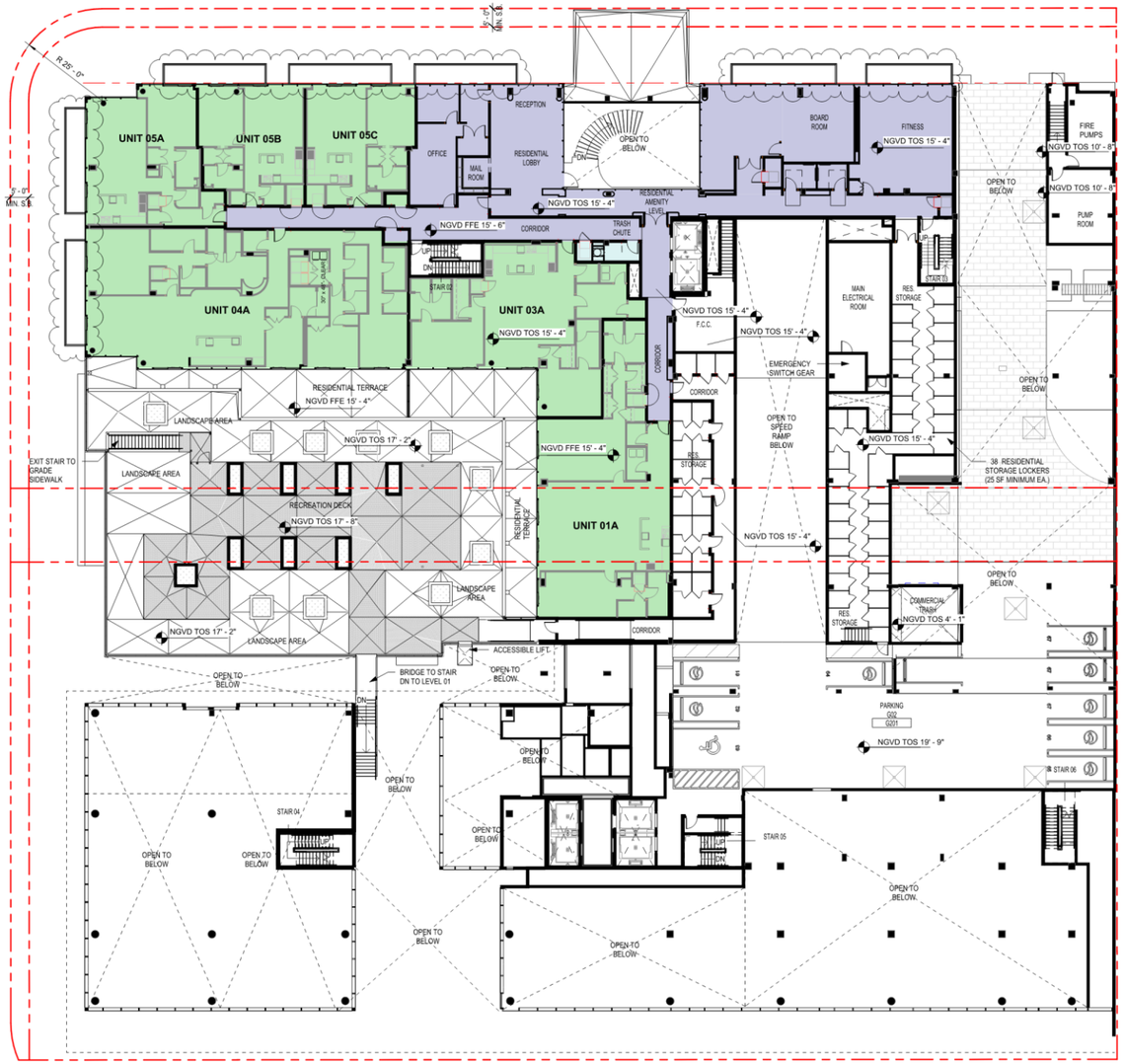
SITE PLAN
TOWN COUNCIL – APPROVED



CURRENT SITE PLAN

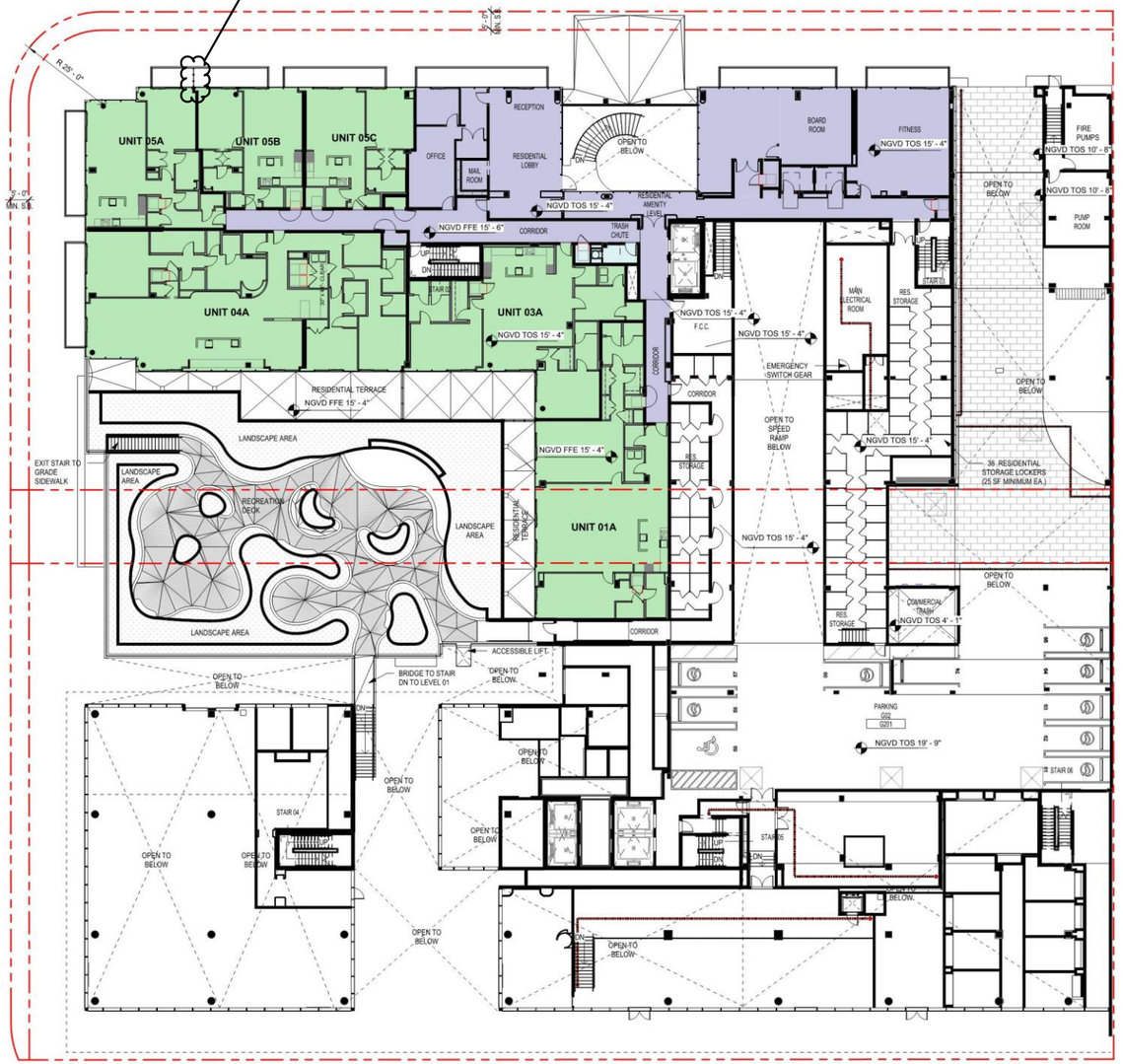


2ND FLOOR PLAN
COUNCIL MEETING 6/14/2023

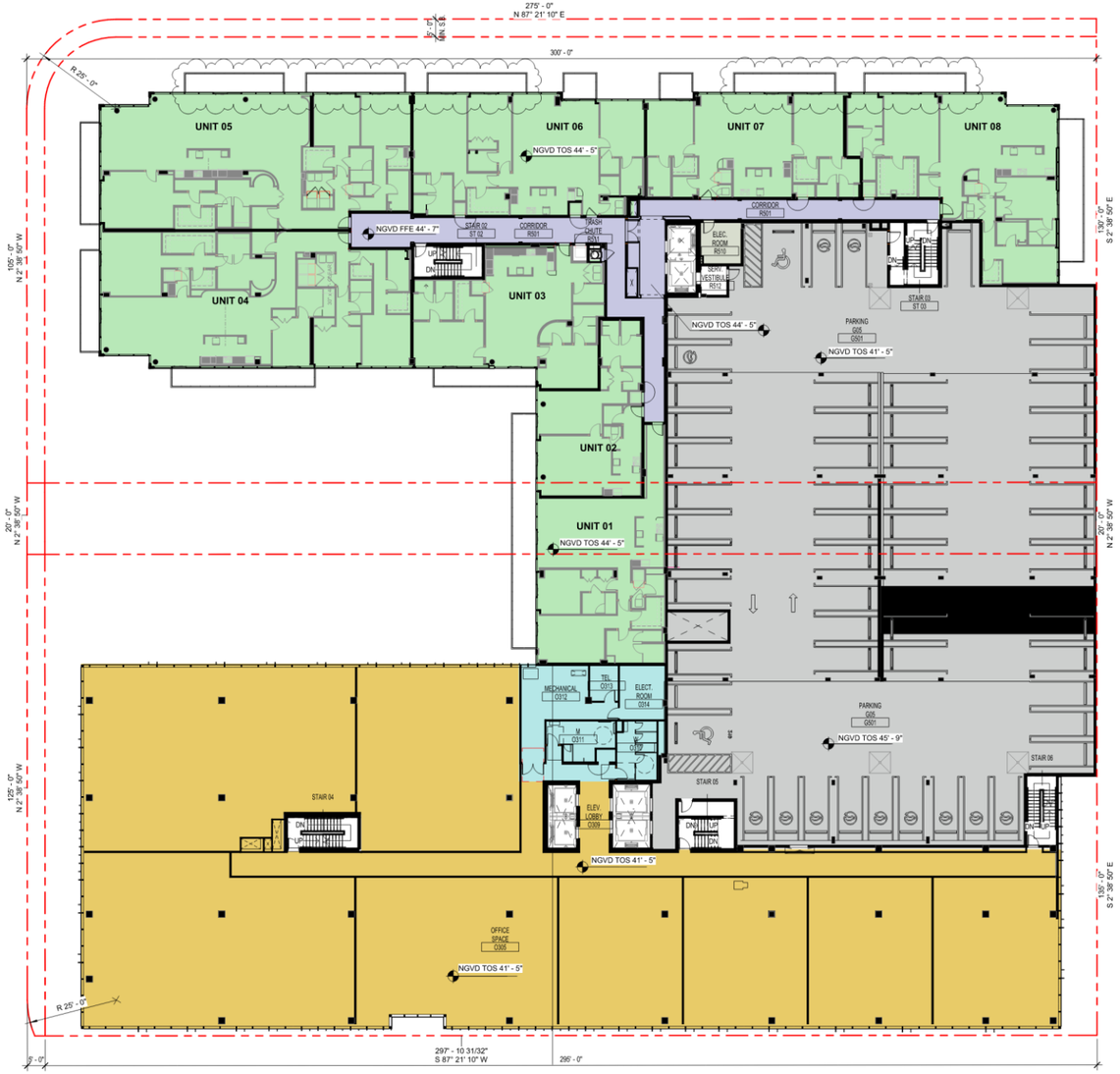


CURRENT 2ND FLOOR PLAN

FROSTED GLASS BALCONY DIVIDERS, REFER TO DETAIL 1/PAGE 16

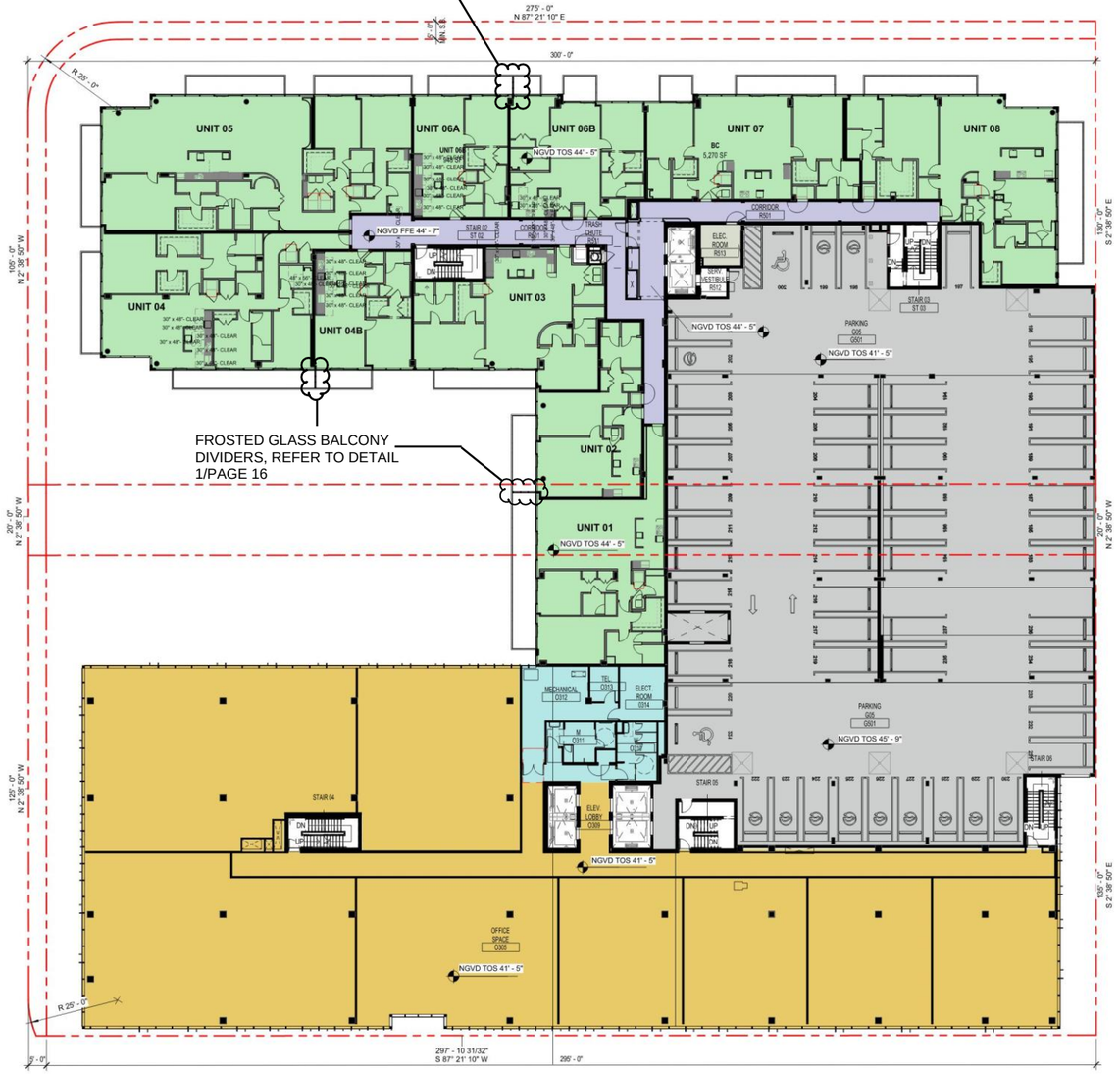


TYPICAL FLOOR PLAN
COUNCIL MEETING 6/14/2023

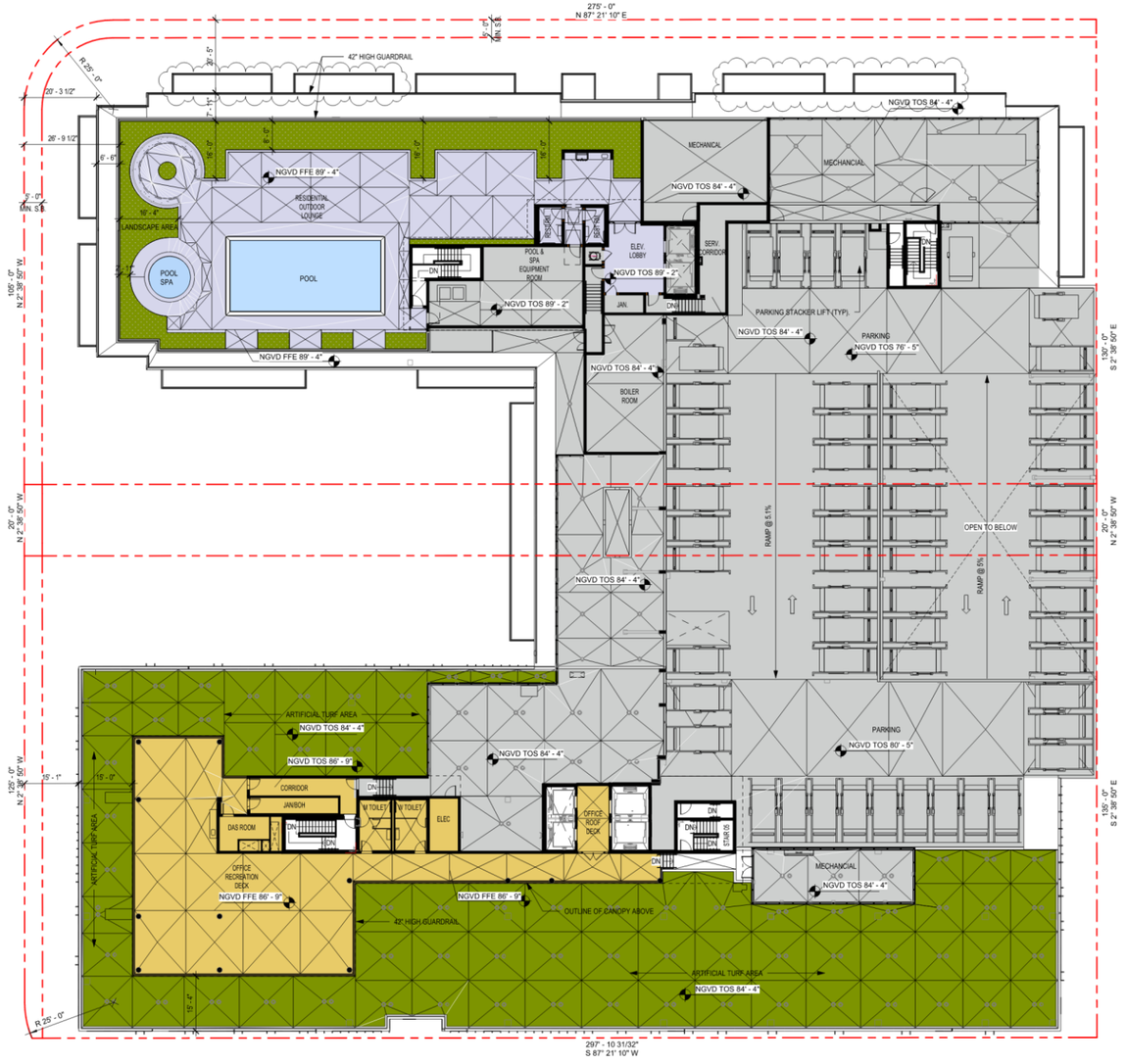


CURRENT TYPICAL FLOOR PLAN

FROSTED GLASS BALCONY DIVIDERS, REFER TO DETAIL 1/PAGE 16



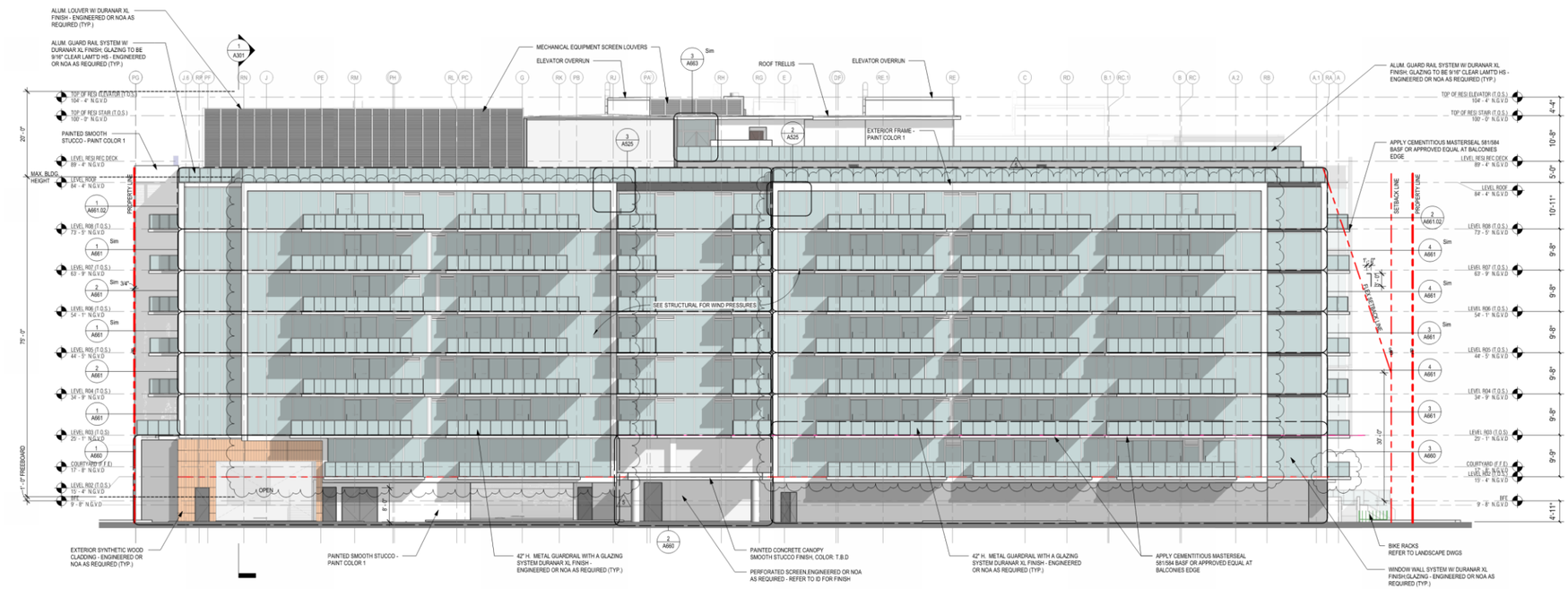
ROOF LEVEL
COUNCIL MEETING 6/14/2023



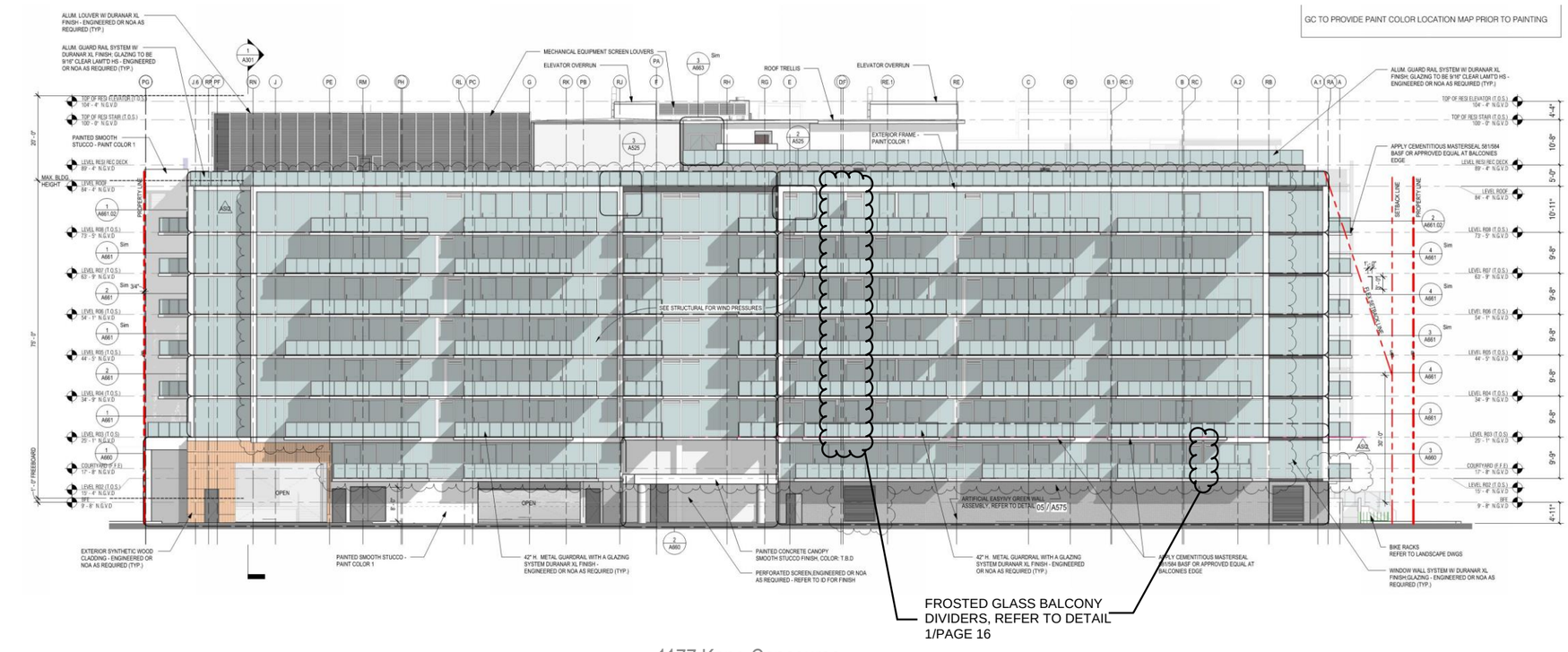
CURRENT ROOF LEVEL



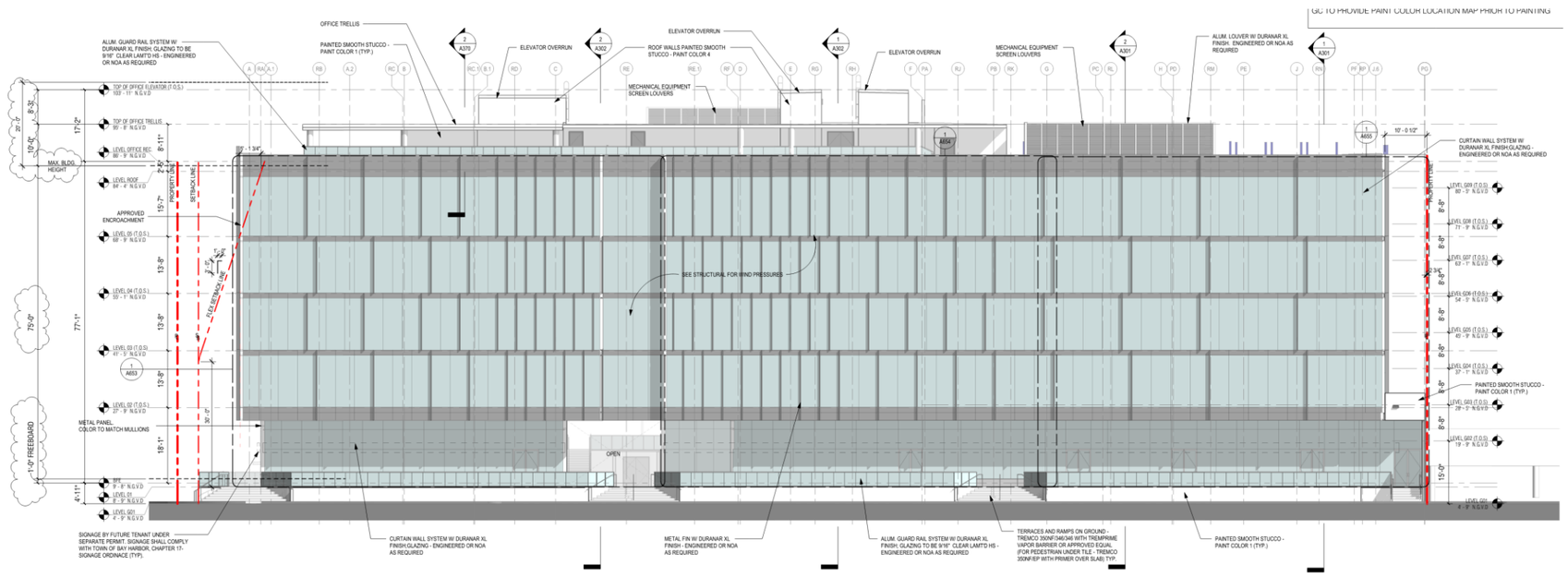
(NORTH ELEVATION) TOWN COUNCIL – APPROVED



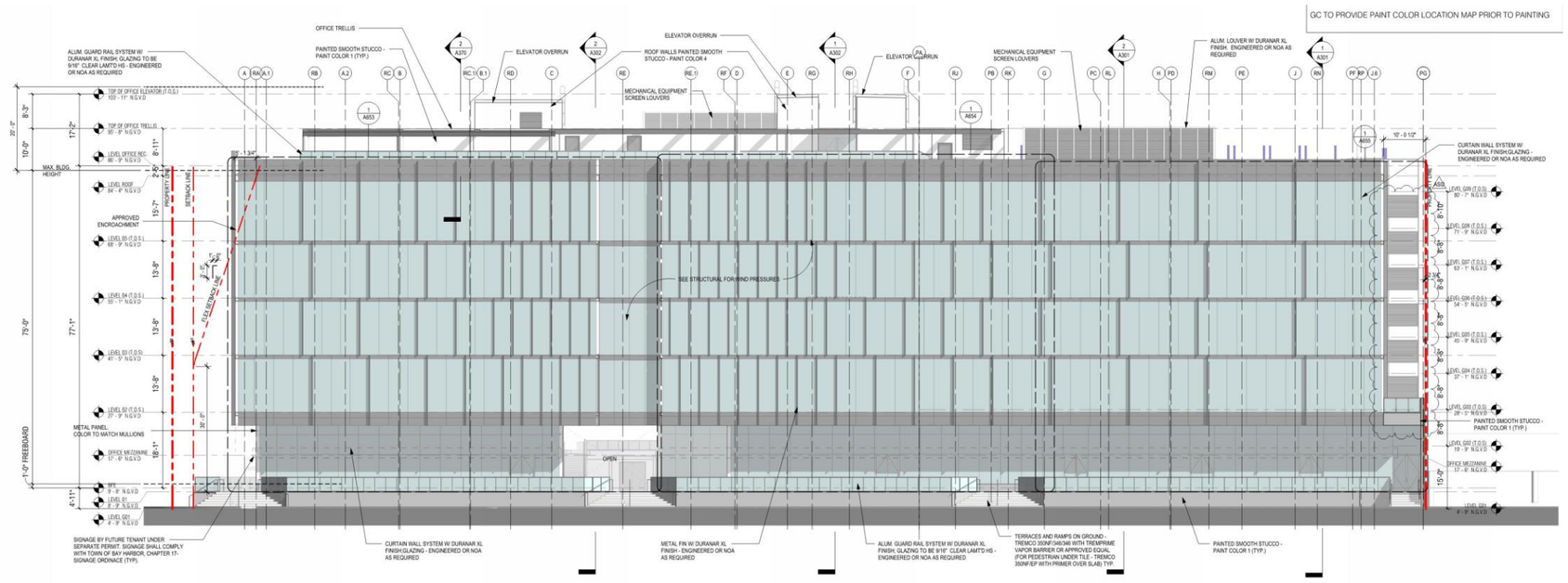
CURRENT NORTH ELEVATION



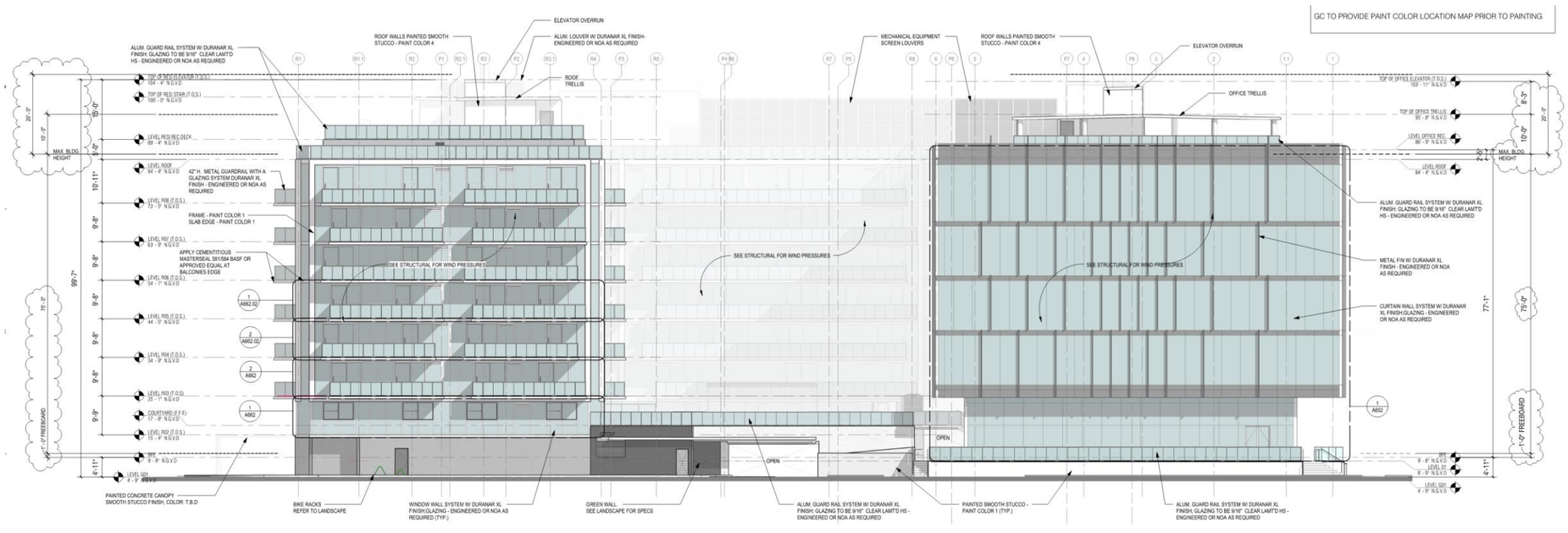
SOUTH ELEVATION
TOWN COUNCIL – APPROVED



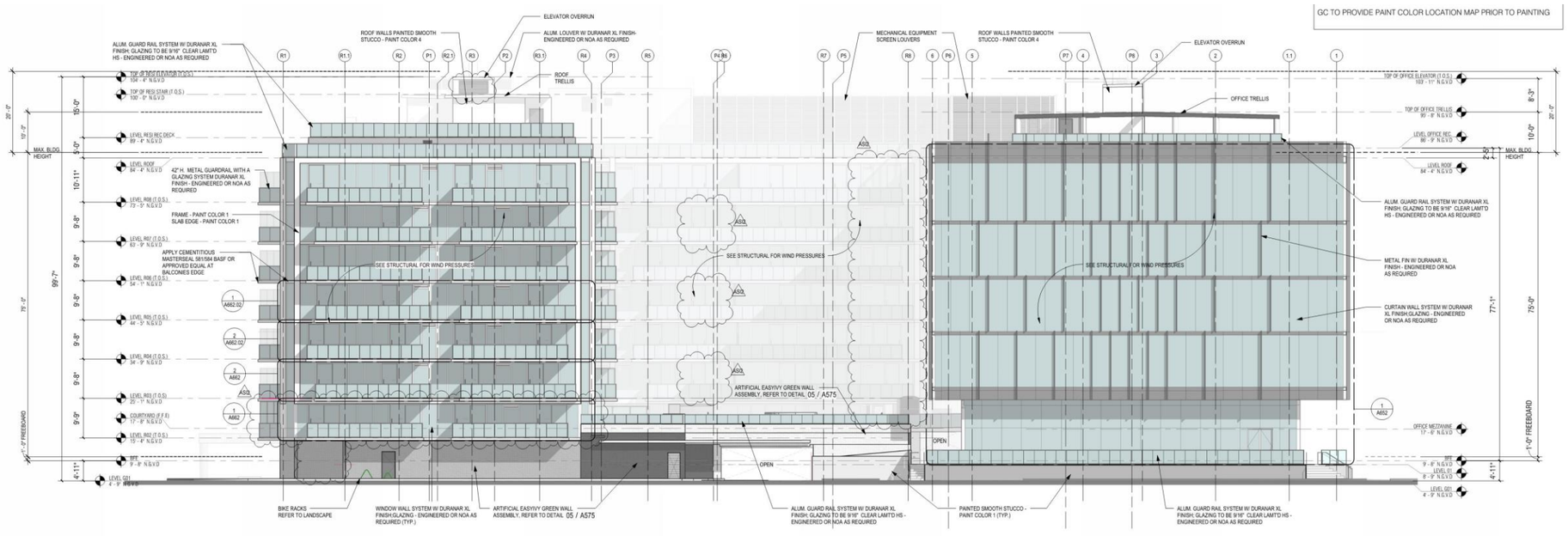
CURRENT SOUTH ELEVATION



(WEST ELEVATION) TOWN COUNCIL – APPROVED



CURRENT WEST ELEVATION



KANE CONC. & WBH DR. FACADES (SOUTH/WEST)
TOWN COUNCIL - APPROVED



V02 – Town Council Approved.

KANE CONC. & WBH DR. FACADES (SOUTH/WEST)



V02

WATERWAY PERSPECTIVE
TOWN COUNCIL - APPROVED



V05 – Town Council Approved.

WATERWAY PERSPECTIVE



V05

AERIAL PERSPECTIVE OF WEST FACADE
TOWN COUNCIL - APPROVED



V07 – Town Council Approved.

AERIAL PERSPECTIVE OF WEST FACADE



V07

RESIDENTIAL FAÇADE (NORTH) - COUNCIL MEETING 6/14/2023



FROSTED GLASS BALCONY DIVIDERS, REFER TO DETAIL 1/PAGE 16

GARAGE FAÇADE (EAST)
TOWN COUNCIL - APPROVED



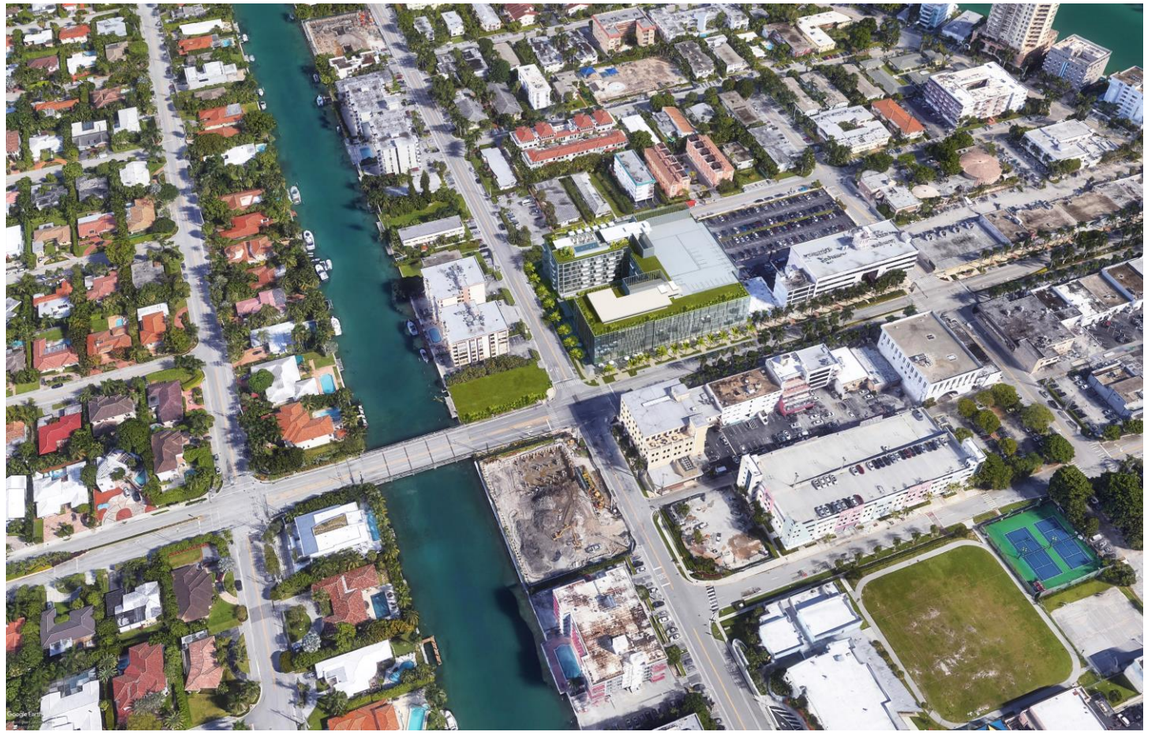
V01 – Town Council Approved.

GARAGE FAÇADE (EAST)



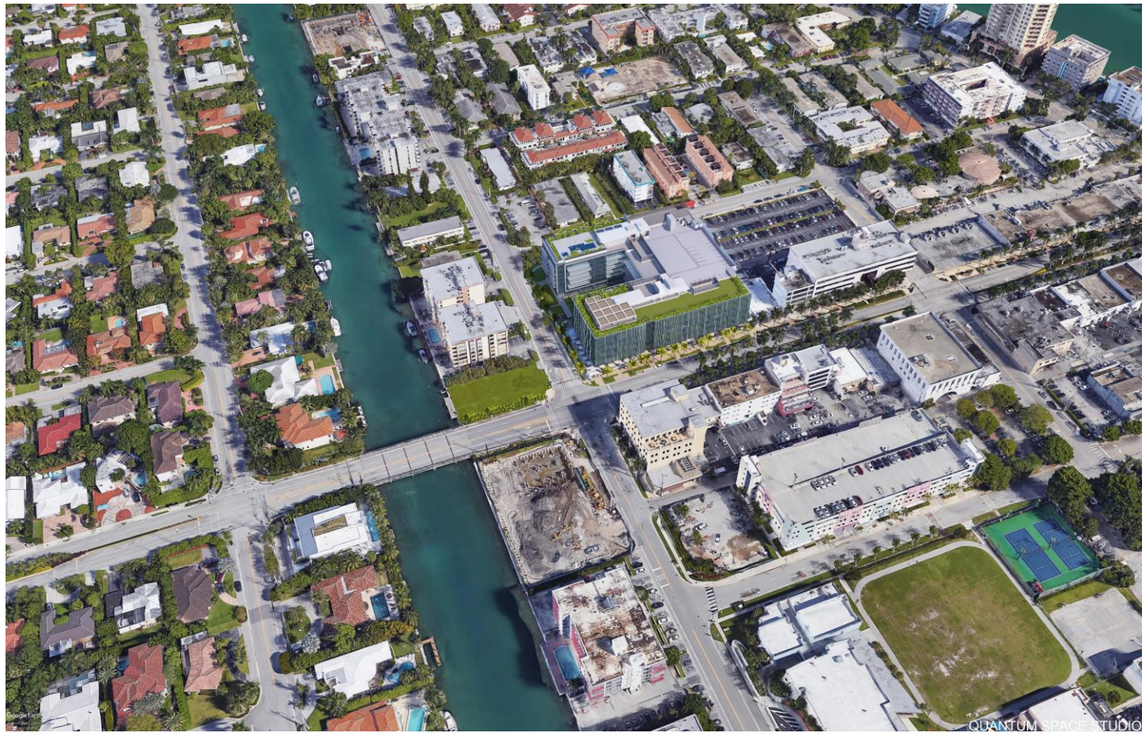
V01

AERIAL 1
TOWN COUNCIL - APPROVED

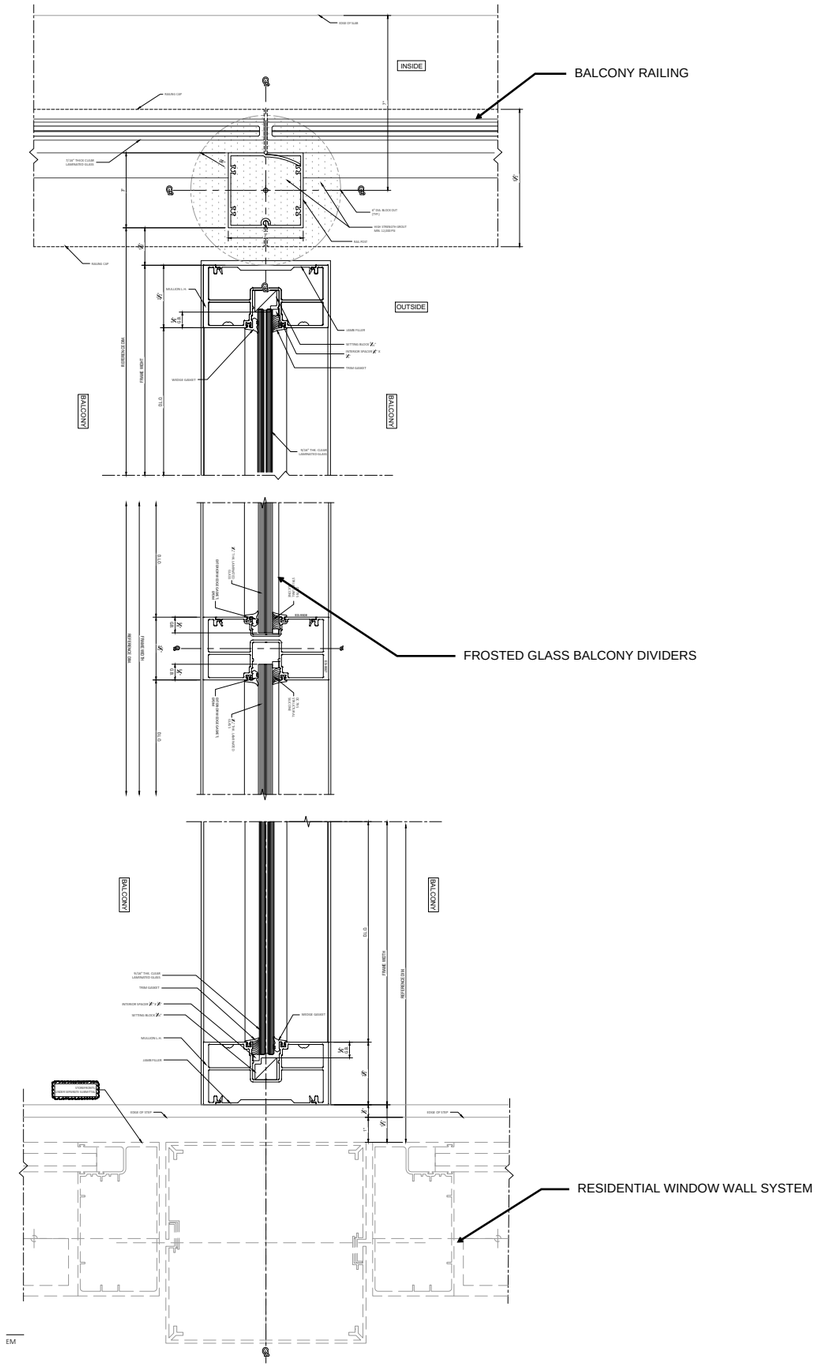


Aerial 1 – Town Council Approved.

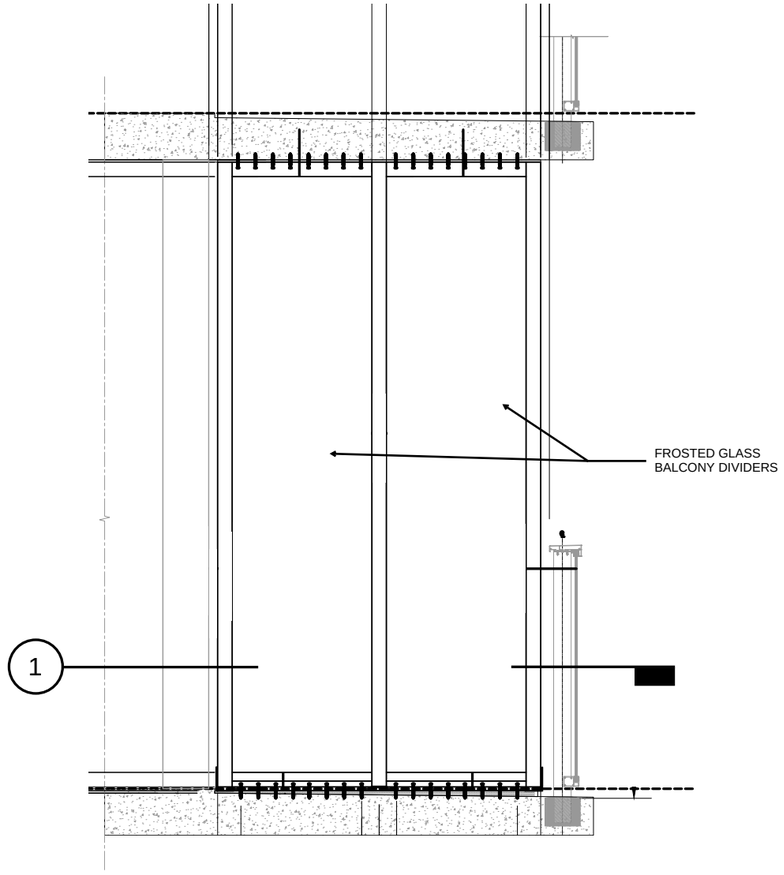
AERIAL 1



Aerial 1



1 - N.T.S - SECTION



2- N.T.S - DIVIDER ELEVATION

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 11.

ITEM: Discussion for the purpose of hearing public comments with respect to an application for variances from Sections 23-12(6)(a)(iii), 23-12(6)(a)(v) and 23-12(8) of the Town Code for the construction of a linear dock that will extend 46 feet from the seawall cap, where the Code requires a maximum extension of 25 feet. The application for a variance is being requested by property owner Brett Reizen for the property located at 9424 West Broadview Drive, Lot 82 and West 11.85 feet of Lot 83, Block 23, Bay Harbor Islands, Florida. Enclosed are the variance application and other supporting documents.

DESCRIPTION:
The Town recently received a zoning variance application from Brett Reisen, the sole landowner of an existing single-family home located at 9424 West Broadview Drive, to construct a new boat dock extension/ new mooring plies into the Town-owned Indian Creek Lake separating the communities of Bay Harbor Islands and Indian Creek Village. Southern Marine Construction, Inc. (Robert Rossi) will apparently be the contractor of record. The applicant is requesting several (3) variances from the Town's Zoning and Planning Code.

There is an existing Code-compliant 8' wide x 34'+/- long boat dock attached parallel to the seawall which will remain. A sizable boat (50'+/-) is noted moored at the dock on aerial photos (Google Earth/ MDPA). The proposed new dock extension will attach to the existing dock. Apparently, there are some unauthorized / un-permitted marine facilities that have been installed jet ski floating dock / mooring piles/ other) that DERM discovered during their initial site inspection in August 2023 for this request (some to remain with Class 1 Permit/ some to be removed). DERM staff also documented submerged debris in the tidal water next to the site and ordered their timely removal.

The Town Code allows docks to extend up to 25 feet into this waterway; however, the applicant is requesting to extend 46 feet. The Town Code allows mooring pilings to be placed up to 40 feet into this waterway; however, the applicant is requesting 75+/- feet. Finally, the Code limits docks to 4 feet in width for any portion extending more than 8 feet beyond the outside face of the seawall cap. The proposed new dock extension that would extend from the existing 8' wide parallel boat dock is shown at 4' in width (max. allowed by Code) but with a terminal "L-Shaped" dock landing that is proposed at 5' in width. All of these marine facilities would require the Town to grant variances.

The applicant states that this request is due to Miami-Dade County Department of Environmental Resource Management (DERM) requirements related to water depth for docking boats (normally min. 3 feet water depth to underwater ground but due to this owner's desired 66' long boat size a minimum 7'-6" water depth is required for the hull & propeller clearance) due to existing shallow underwater ground elevations I environmental issues. Section 23-12(6)(a)(x) of the Code allows for variances to be requested based on DERM's environmental review.
Variances to be requested with owners to seek a "best solution".

Section 2-17 of the Town Code sets forth the requirements to submit and justify the granting of variances. The Town has a standardized variance application form, and a processing fee is

required to cover some of the costs of review, advertising, etc. There are provisions in the Code for standard variance requests and administrative variance provisions were added a few years ago for minor items (max. 10% variations in criteria). Following are the existing Code provisions that an applicant must provide to demonstrate a hardship exits:

Sec. 2-17. - Application for variance.

Variances requiring town council approval. A person or entity seeking a variance shall submit a written application to the town clerk on a form provided by the town clerk. A completed application and all supporting documents as hereinafter provided must be submitted to the town clerk in order to be considered by the town council. As a condition precedent to applying for a variance, neither the applicant nor the subject property shall have any existing code violations with the town or unpaid fines due and owing to the town. All existing code violation(s) shall be complied with and the citations shall be closed by the town and any unpaid fines shall be paid in full prior to the processing of an application for variance. The data and documents to be submitted to the town clerk with the application are as follows:

A completed ownership form (provided by the town), notarized by the owner of the property, and, if necessary, authorizing the applicant, if not the legal owner, permission to represent the owner.

A hardship letter setting forth the following information which the applicant must be prepared to prove in a public hearing:

The nature and type of hardship;

The circumstances which caused the hardship, and that make the hardship peculiar to the property in question or to such a small number of properties that may clearly constitute marked exceptions to the property in the neighborhood;

The circumstances which show that the variance i required in order to preserve a substantial property right of the applicant. The substantial property right does not include the fact that the applicant might be denied some opportunity to use the subject property in a more profitable way or to sell it at a greater profit than is possible under the terms of the ordinance. An applicant-property owner is entitled only to a reasonable use of the subject property;

The circumstances establishing that any alleged hardship is not self-created by any person having any interest in the subject property or is not the result of mere disregard for or ignorance of the provisions of any ordinance;

The circumstances under which the ordinance to which the variance is sought shall be modified as little as possible so that the substantial intent and purpose of the ordinance or regulations contained therein shall be preserved; and

The circumstances under which it can be established that a variance will not result in substantial detriment to adjacent property, or the surrounding neighborhood, and will not be materially detrimental to the public welfare.

Copies of a survey of the subject property which shall be current or brought up to date, and sealed by a licensed Florida Professional Surveyor and Mapper (PSM) as per F.S. Ch. 472.

Two sets of supporting architectural or similar plans which clearly indicate the variance request.

Two copies of a list of the names and addresses of all property owners located within 375 feet of the exterior boundary lines of the subject property. One such list shall be on gummed labels for mailing purposes. If the subject property constitutes only a portion of a contiguous ownership parcel, the exterior boundary from which the 375-foot radius is to be projected will be the exterior boundary of the entire contiguous ownership parcel.

SPECIFIC VARIANCE REQUEST

DERM staff initially reviewed the applicant's Class 1 Permit application in the summer of 2023 and issued a letter to the owner on August 2nd, 2023. Based on DERM's initial biological assessment they have determined that either the terminal edge of the extend dock must be at least 46 feet waterward of the seawall or alternatively maintenance dredging could occur to remove underwater earth to deepen the water depth so the owner's large boat could be moored closer to the shore. Upon our inquiry DERM has subsequently determined that based on this specific request for a large 66'+/- long vessel with a 5.5' hull draft, significant maintenance dredging near the seawall would not be feasible or cost effective, despite the absence of typical seagrasses / etc.
According to DERM, unless dredging is performed, a water depth of 7'-6" is not reached until 46 feet waterward of the seawall. As stated above, the applicant is (1) seeking permission td construct a linear dock extension that extends 46 feet into the Indian Creek Lake, (2) seeking permission to construct two sets of mooring piles that extend 75+/- feet into the Indian Creek Lake from the seawall, and (3) seeking permission to build the terminal end of the dock extension 5 feet in width vs. the normal 4' allowed by Town Code.

Below are the applicable Code provisions:

§23-12(6)(a)(iii) No dock shall extend more than 25 feet beyond the outside face of the seawall cap, except as provided hereinafter;

§23-12(6)(a)(v) No dock which extends more than eight feet beyond the outside face of the seawall cap shall have a width of more than four feet, and shall have no obstructions to such width such as storage bins, benches, etc.;

§23-12(6)(a)(x) Notwithstanding the above provisions as related to the allowable projection of docks from the outside face of a seawall, because of shifting underwater land elevations and/or environmental characteristics in Biscayne Bay and the Bay Harbor Waterway, the Miami-Dade Department of Environmental Resource Management (DERM) may require alterations to the above stated criteria. Any variation from the above criteria shall require an owner to request and receive a variance from the town council prior to any construction commencing on a dock structure. Such variances shall be on a case-by-case basis, the application shall be accompanied by an environmental1 assessment from DERM of the waterway adjacent to the subject property, and any town approval shall be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site;

§23-12(8) No mooring piles shall be placed more than 40 feet beyond the outside face of the seawall cap of any lot, provided however, no mooring piles shall be placed more than 30 feet beyond the outside face of the seawall cap of any lot on the Bay Harbor Waterway between the

east and west island, and no mooring pile shall be nearer than seven and one-half feet to a line formed by the projection of the side lot lines to the lot. Notwithstanding the above provisions, because of shifting underwater land elevations and/or environmental characteristics in Biscayne Bay and the Bay Harbor Waterway, the Miami-Dade Department of Environmental Resource Management (DERM) may require alterations to the above stated criteria. Any variation from the above criteria shall require an owner to request and receive a variance from the town council prior to any construction commencing on a dock structure.

Such variances shall be on a case-by case basis, the application shall be accompanied by an environmental assessment from DERM of the waterway adjacent to the subject property, and any town approval shall be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site.
The application package submitted included a Town variance application form, a property survey and a site design plan / dock plan showing the location of the proposed dock extension / mooring piles designed by project engineer (Southern Marine Construction). The applicant also included correspondence from Miami-Dade DERM dated August 2nd, 2023 (initial biological assessment) and a Note to File dated January 17, 2024 related to water depth and recommended dock extension at 7.5' depth at MLWL. After receiving the variance application and our initial review I inquiry, DERM staff provided an email to clarify the maintenance dredging question on April 12th, 2024.

ANALYSIS

As per the Town's request, MMPA has completed our review of the variance application, researched the matter, and provides the following analysis and comments.

The subject property is located on the southwest side of the West Island facing Indian Creek Lake. Pursuant to the Town's Zoning and Planning Code, docks may extend up to 25 feet into this waterway; however, the Code limits docks to 4 feet in width for any portion extending more than 8 feet beyond the outside face of the seawall cap. On occasion, due to the silting-in of underwater lands near the seawalls creating shallow depths, the growth of seagrasses on those underwater
lands, and sea life, the Code includes provisions for variances toI be filed related to the allowable projection of docks when they are limited to the "minimal variation of the stated criteria necessary to meet the unique environmental characteristics of the sites.

As stated above, there is an existing Code-compliant 8' wide x 34'+/- long boat dock attached parallel to the seawall which will remain. A sizable boat (50'+/-) is noted moored at the dock on aerial photos (Google Earth / MDPA). The proposed new dock extension Iwill attach to the existing dock. Apparently, there are some unauthorized/ un-permitted marine facilities that have been installed Get ski floating dock / mooring piles / other) that DERM discovered during their initial inspection for this request (some to remain with Class 1 Permit/ some to be removed).

The applicant originally filed an application with DERM over the summer of 2023 with their proposal to accommodate a proposed larger 66' long / 5'-5n vessel hull draft depth, and received a response from DERM on August 2nd, 2023 stating (1) either some maintenance dredging could be done near the existing dock to deepen the water depth, or (2) due to the existing water depth near the existing dock / seawall, the outer edge of any new dock for the large boat 'size desired would need to be at least 46 feet waterward of the seawall face to achieve a 7'-6" water depth to

accommodate the boat. The design of docks is a local Town regulation - DERM does not really care about the dock width other than limitations into their so-called D-5 site triangle. The moo1 ring pile locations are predicated on the main dock location and size of the vessel.Upon receipt of the variance application MMPA reviewed the drawings / justification and contacted the owner's representative to clarify / adjust the required variance requests. MMPA also contacted DERM staff directly to discuss their August 2023 initial analysis and options. During my conversation on March 11, 2024 with DERM staff, the DERM staff member stated the underwater land elevations near the existing dock/ seawall are not unusually shallow, as evidenced by numerous nearby homes with Code-complaint docks - many with large vessels, and there were no significant seagrasses or marine life noted. Ms. Sarsich stated DERM would not object to limited maintenance dredging near the existing dock or out farther, compliant with the Town's maximum 25' encroachment, to create a suitable water depth of 7'-6" or more for the owner's large vessel.
However, the DERM April 12th, 2024 email indicates the amount of dredging necessary to achieve the necessary water depth would not be allowed that close to the seawall and would be cost-prohibitive. Had the extensive dredging been possible no variances would be necessary for a waterward encroachment, and the expanded dock could be similar to others nearby that are Code compliant.

Given the above, we believe it is simply the owner's desire to have an unusually large vessel and a greatly extended dock to moor it due the hull draft depth - not a condition caused by environmental or physical land constraint - a self-created hardship - therefore the request should be deemed not valid based on the Town Code criteria. The size of the vessel would appear to indicate it probably should be moored at a commercial marina versus a single-family homesite (93.5' wide lot frontage on water). Again, the Charter appears to limit the use of its water bodies to "municipal purposes". However, the Town has historically allowed landowners adjoining the waterways to install various marine facilities (docks/ mooring piles/ lifts/ etc.). In earlier years the state issued a "license" for each site that had marine facilities but that does not occur anymore, as M-O DERM handles the permits/ environmental reviews for FDEP. MMPA has suggested for years the Town institute a "license agreement" for each site utilizing the Town's public waterways to reinforce everyone's understanding of ownership and rights. MMPA believes allowing for an extended private dock & pilings as requested from the owner's seawall into the Indian Creek and the uses of public land for private purposes without need or compensation seems excessive and unreasonable. Perhaps a lease payment should be considered for private use of public land. As an example, if someone owned land next to a National Forest or wanted to use such lands they would need to obtain a lease from the applicable government entity and typically pay rental f s. Research reveals that typical commercial marina monthly lease rates in Miami range from $23-$25 a foot per month ($1,500 -
$1,600 per month). Finally, MMPA believes that this amount of encroachment could result in creating a navigable hazard near the boat channel of Indian Creek Lake near the shoreline, and the size of the vessel would infringe on neighboring property owner water view vistas (purpose of D-5 Triangle).
With there being existing docks on numerous neighboring Town properties that have docks and adequate water depth or sizable vessels, which comply with the Town Code limitations, this variance request should not be considered a "minimal variation" as required by the Town Code and should be DENIED in our opinion. It is only the applicant's request to acquire / moor a large 66' long vessel that is causing this request. The owner's current 50' boat moored at the existing parallel dock seems perfectly typical without the need for any variances. Alternatively, the Town could consider APPROVING a more limited dock extension greater than 25' from the seawall (distance to be determined). In our opinion, as to the width of the terminal dock (5 feet vs. 4 feet)

there is no technical need to approve this request - it is a desired amenity feature by the owner.

CONCLUSION AND RECOMMENDATION
Based on the above, MMPA recommends the Town Council consider our analysis, the Miami-Dade DERM August 2023 initial biological assessment I other correspondence, and the fact that the owner has an existing 50'+/- vessel moored at the existing parallel doc along the seawall, and the fact there are numerous existing nearby waterfront dock designs that accommodate very large vessels, make a decision based on the collective information.

RECOMMENDED ACTION:
Council's Discretion

FINANCIAL ANALYSIS:
There is no financial impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BHI 9424 WBVD SFR Dock Var TC Staff Report April 17 2024 (004)
2.	VAR24-000001 Class 1 Permit Application 8.2.2023 (003)
3.	BHI 9424 WBVD SFR Dock Var DERM Email April 12 2024 (003)
4.	BHI 9424 WBVD SFR Dock Var DERM Memo Jan 17 2024 (003)
5.	BHI Charter Boundaries Jurisdiction Propety Rights 1953 SB 865 (003)
6.	Application for Variance
7.	Ownership Affidavit
8.	Applicant's Hardship Letter
9.	Dock Plans

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria D. Lasday - Town Manager
Mike Mesa – Asst. Town Manager / Bldg. Official
Yvonne P. Hamilton, CMC - Town Clerk
Joseph S. Geller, Esq. @ Greenspoon Marder – Town Attorney

From: Michael J. Miller, AICP MJM
Consultant Town Planner

Date: April 17th, 2024

Subject: Zoning Variance Application – Boat Dock & Mooring Pilings
Applicant – Brett Reisen
9424 West Broadview Drive
Legal Description: All of Lot 82 & West 11.85' of Lot 83 / Block 23
MMPA Project No.: 01-0702-1185

ISSUE

The Town recently received a zoning variance application from Brett Reisen, the sole landowner of an existing single-family home located at 9424 West Broadview Drive, to construct a new boat dock extension / new mooring plies into the Town-owned Indian Creek Lake separating the communities of Bay Harbor Islands and Indian Creek Village. Southern Marine Construction, Inc. (Robert Rossi) will apparently be the contractor of record. The applicant is requesting several (3) variances from the Town's Zoning and Planning Code.

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HISTORY OF TOWN WATERWAYS AND REVIEW AGENCY JURISDICTION

Via the State of Florida's Charter creating the incorporated Town in 1953, the Town was granted ownership of all waterways adjacent to the three (3) islands that make up the Town's land area today. The Town has the exclusive right to regulate the use of its waterways and has done so over the years. Property owners that abut the public waterways surrounding the Town have no automatic right to use the public waterways or install docks or other facilities. The Town officials have chosen to allow certain uses of the waterways, subject to the regulations adopted and subject to other governmental reviews. In certain instances, the United States (Corp of Engineers), State of Florida (FDEP) and Miami-Dade County (RER) review navigational and environmental aspects of all water related improvements. Biscayne Bay is a National Aquatic Preserve and M-D County has prepared and adopted studies / special regulations controlling land development along the waterways. Mostly the higher-level governmental agency's oversight relates to only environmental issues, but the M-D Shoreline Protection Code regulates private development abutting the bay. Currently single-family homes are exempt from the County's special Biscayne Bay Shoreline zoning regulations. Local governments control and can regulate the physical design of docks and other facilities via zoning regulations. All of the agencies work collectively to analyze each application and issue permits. Miami-Dade County's current involvement is mostly environmental with limited site visibility (D-5 setbacks) – they do not supersede local zoning control. When improvements are sought to be constructed in waterways, preliminary plans are submitted for initial review to RER who inspects the site and environmental characteristics of the water areas near the site. Commonly negotiations occur between RER, local governments, property owners and the marine contractors / engineers. RER staff coordinate with local Building Department and Planning & Zoning staff on designs and any environmental issues. Local governments typically require that for a permit for water related improvements (docks / etc.), the plans include a stamp of preliminary review / approval by RER.

Because of the age of the community, it's location near Haulover Inlet with major daily tidal changes in Biscayne Bay and connected waterways, many of the underwater areas of the waterways surrounding the Town's islands have filled / silted in near the islands, and sea grasses / coral formations / aquatic life exist in some of those areas. When the Town was created in the early 1950s there were few, if any, environmental laws. In 2024 there are numerous Federal, State, and local environmental laws to protect water quality, air quality, plants, animals, fishes and other aquatic life, etc. Dredging is often not allowed or limited due to the seagrass beds / coral protection. As this change in regulation has occurred, the occasional need to modify the normal "rules" for docks, boating use, etc. arises and the permit agencies work with owners to seek a "best solution".

The Town has had some types of Zoning Code regulations since 1957 which have been updated several times over the years. As stated above, the Town's Zoning Code was specifically updated and re-written in 2007 to allow for docks, boat lifts, mooring piles, seawalls, and other water related improvements to vary in design, if the Miami-Dade Department of Regulatory and Economic Resources (RER) DERM Division required alterations to the above limitation, based on underwater conditions, such as shallow depth of the water, existing sea-grass, etc. In those instances, an action by the applicant is typically not causing a hardship. Former Mayor Peter Lynch, a professional boat captain, was immensely helpful is those studies and major Code update in 2007.

TOWN CHARTER PROVISIONS RELATED TO THE WATERS SURROUNDING THE ISLANDS

The following is a verbatim excerpt from the Town's Charter that was granted by the State of Florida to the Town in Senate Bill 865 adopted in 1953.

Article I. - Incorporation, Boundaries, Form of Government and Powers. [1]

Section 1.01. - Incorporation.

A municipal corporation known as the Town of Bay Harbor Islands (the "Town") is hereby confirmed and continued pursuant to this Charter, the Constitution of the State of Florida (the "State"), and the Home Rule Charter of Miami-Dade County (the "County"). [2]

Footnotes: *In 1953, the Florida Legislature enacted Senate Bill No. 865, an act abolishing the then existing Municipal Government of the Town of Bay Harbor Islands and creating, establishing and organizing the municipality presently designated as the Town of Bay Harbor Islands, defining its territorial boundaries, its government, jurisdiction, powers, franchises and privileges.*

Section 1.02. - Boundaries.

The corporate limits of the Town are established as follows:

(a) All of Bay Harbor Island, a subdivision of Miami-Dade County, Florida, as shown in the plat thereof, which plat was recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida. The street designated as 96th Street in the recorded plat has been known and shall continue to be known as Kane Concourse.

(b) All additional property rights and jurisdictional authority granted to the Town by 1953 Senate Bill No. 865 is hereby retained by the Town. [3]

(b) The title to and jurisdiction over all streets, thoroughfares, parks, alleys, public lots, bridges, causeways, waters, waterways, and sewers, within the Town, and all other property and municipal plants of the Town now owned, possessed or operated by it, and all property of every kind and character which the Town may hereafter acquire within or outside of the Town, or which may vest in it, or be dedicated to it, for its use or for the public use, shall be vested in the Town of Bay Harbor Islands, as

created under this act. Also, the title to all tidewater and other lands, and all creeks, bayous, and bay bottoms, and all waters, waterways and water bottoms, and all riparian rights within and adjacent to the Town limits, now owned by the State of Florida, ***shall be vested in the Town of Bay Harbor Islands, for municipal purposes only.***

(c) ***The State of Florida does hereby surrender and grant to the said Town any claim or control that it might have over all tidewaters and other lands, and all bayous and bay bottoms, beaches, waters, waterways and water bottoms, and all riparian rights within and adjacent to said Town limits for municipal purposes only.***

TOWN CODE REQUIREMENTS FOR VARIANCES

Section 2-17 of the Town Code sets forth the requirements to submit and justify the granting of variances. The Town has a standardized variance application form, and a processing fee is required to cover some of the costs of review, advertising, etc. There are provisions in the Code for standard variance requests and administrative variance provisions were added a few years ago for minor items (max. 10% variations in criteria). Following are the existing Code provisions that an applicant must provide to demonstrate a hardship exits:

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(a) A completed ownership form (provided by the town), notarized by the owner of the property, and, if necessary, authorizing the applicant, if not the legal owner, permission to represent the owner.

(b) A hardship letter setting forth the following information which the applicant must be prepared to prove in a public hearing:

(1) The nature and type of hardship;

(2) The circumstances which caused the hardship, and that make the hardship peculiar to the property in question or to such a small number of properties that may clearly constitute marked exceptions to the property in the neighborhood;

(3) The circumstances which show that the variance is required in order to preserve a substantial property right of the applicant. The substantial property right does not include the fact that the applicant might be denied some opportunity to use the subject property in a more profitable way or to sell it at a greater profit than is possible under the terms of the ordinance. An applicant-property owner is entitled only to a reasonable use of the subject property;

(4) The circumstances establishing that any alleged hardship is not self-created by any person having any interest in the subject property or is not the result of mere disregard for or ignorance of the provisions of any ordinance;

(5) The circumstances under which the ordinance to which the variance is sought shall be modified as little as possible so that the substantial intent and purpose of the ordinance or regulations contained therein shall be preserved; and

(6) The circumstances under which it can be established that a variance will not result in substantial detriment to adjacent property, or the surrounding neighborhood, and will not be materially detrimental to the public welfare.

(c) Copies of a survey of the subject property which shall be current or brought up to date, and sealed by a licensed Florida Professional Surveyor and Mapper (PSM) as per F.S. Ch. 472.

(d) Two sets of supporting architectural or similar plans which clearly indicate the variance request.

(e) Two copies of a list of the names and addresses of all property owners located within 375 feet of the exterior boundary lines of the subject property. One such list shall be on gummed labels for mailing purposes. If the subject property constitutes only a portion of a contiguous ownership parcel, the exterior boundary from which the 375-foot radius is to be projected will be the exterior boundary of the entire contiguous ownership parcel.

SPECIFIC VARIANCE REQUEST

DERM staff initially reviewed the applicant's Class 1 Permit application in the summer of 2023 and issued a letter to the owner on August 2nd, 2023. Based on DERM's initial biological assessment they have determined that either the terminal edge of the extend dock must be at least 46 feet waterward of the seawall or alternatively maintenance dredging could occur to remove underwater earth to deepen the water depth so the owner's large boat could be moored closer to the shore. Upon our inquiry DERM has subsequently determined that based on this specific request for a large 66'+/- long vessel with a 5.5' hull draft, significant maintenance dredging near the seawall would not be feasible or cost effective, despite the absence of typical seagrasses / etc. According to DERM, unless dredging is performed, a water depth of 7'-6" is not reached until 46 feet waterward of the seawall. As stated above, the applicant is (1) seeking permission to construct a linear dock extension that extends 46 feet into the Indian Creek Lake, (2) seeking permission to construct two sets of mooring piles that extend 75+/- feet into the Indian Creek Lake from the seawall, and (3) seeking

permission to build the terminal end of the dock extension 5 feet in width vs. the normal 4' allowed by Town Code.

Below are the applicable Code provisions:

- §23-12(6)(a)(iii) No dock shall extend more than 25 feet beyond the outside face of the seawall cap, except as provided hereinafter;

- §23-12(6)(a)(v) No dock which extends more than eight feet beyond the outside face of the seawall cap shall have a width of more than four feet, and shall have no obstructions to such width such as storage bins, benches, etc.;

- §23-12(6)(a)(x) Notwithstanding the above provisions as related to the allowable projection of docks from the outside face of a seawall, because of shifting underwater land elevations and/or environmental characteristics in Biscayne Bay and the Bay Harbor Waterway, the Miami-Dade Department of Environmental Resource Management (DERM) may require alterations to the above stated criteria. Any variation from the above criteria shall require an owner to request and receive a variance from the town council prior to any construction commencing on a dock structure. Such variances shall be on a case-by-case basis, the application shall be accompanied by an environmental assessment from DERM of the waterway adjacent to the subject property, and any town approval shall be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site;

- §23-12(8) No mooring piles shall be placed more than 40 feet beyond the outside face of the seawall cap of any lot, provided however, no mooring piles shall be placed more than 30 feet beyond the outside face of the seawall cap of any lot on the Bay Harbor Waterway between the east and west island, and no mooring pile shall be nearer than seven and one-half feet to a line formed by the projection of the side lot lines to the lot. Notwithstanding the above provisions, because of shifting underwater land elevations and/or environmental characteristics in Biscayne Bay and the Bay Harbor Waterway, the Miami-Dade Department of Environmental Resource Management (DERM) may require alterations to the above stated criteria. Any variation from the above criteria shall require an owner to request and receive a variance from the town council prior to any construction commencing on a dock structure. Such variances shall be on a case-by-case basis, the application shall be accompanied by an environmental assessment from DERM of the waterway adjacent to the subject property, and any town approval shall be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site.

BACKGROUND

The Town has had regulations governing seawalls, docks, mooring piles and related structures for many years. A major Code analysis / rewrite was performed in late 2007. Former Mayor Peter Lynch, a professional boat captain, led efforts to update the Code provisions to include modern standards. Another study effort / Code update was undertaken in 2009-10 due primarily to address seawall heights but was never adopted. However, in November 2013 the Town Council amended this section of the Code to address the heights of seawalls and again revised some of the regulations

for docks, particularly to address the Miami-Dade County restrictions caused by shallow water / environmental issues. In 2018 the Town studied / prepared some draft Code modifications for floating docks (Town Code is silent / such docks conflict with normal elevated dock regulations / not exempt under Florida law / DERM requires a Class 1 Permit), but those Code amendments never moved forward. Many landowners adjoining the Town waterways have apparently installed some illegal / un-permitted marine facilities over the years that are often discovered when a legitimate permit is requested. DERM often requires that illegal / un-permitted marine facilities be removed.

The existing two-story home (built in 2000) was originally comprised of about 6,502 sq. ft. (3,259 sq. ft. on ground level / 3,243 sq. ft. on 2nd level) that had 5 bedrooms / 6 full baths / 2 ½ baths, and a two (2) car garage. In 2018 the Town approved several additions / renovations including a new 409 sq. ft. "nanny suite" on the ground level (1 BR / 1 Bath), and a new 794 sq. ft. 2nd floor "spanned" addition located across the front of the house (children's wing with 2 BR / 2 Bath) totaling 1,135 sq. ft. The expanded house is about 7,632 total sq. ft. (A/C areas) in size.

Since 2009 seawalls can be built much higher than the original developer-built seawalls, as well as docks, and DERM environmental issues can be addressed via variances. So, the issue before the Town at present is the requested extension length of the dock into the Indian Creek Lake, the width of the terminal dock, and the mooring pile locations. MMPA contacted DERM staff directly to discuss the options (dock extension / dredging) and was informed the preferred to the dock extension.

A review of nearby docks on this section of the West Island reveals the following (photo attached):

- 9406 W. Broadview Drive (6 properties away) has a "T" shaped dock, with the decking 4 feet width, that extends approximately 18 feet from the seawall that complies with the Code.

- 9408 W. Broadview Drive (5 properties away) has a "T" shaped dock, with the decking 4 feet width, that extends approximately 20 feet from the seawall that complies with the Code.

- 9418 W. Broadview Drive (2 properties away) has a rectangular shaped dock over both the water and crossing seamlessly over the seawall into the rear yard (making it look larger); however, the decking extends approximately 8 feet from the seawall and is about 25 feet in length, that complies with the Code.

- 9420 W. Broadview Drive (adjoining the site has a rectangular shaped dock over the water, with the decking extending approximately 5'-7" from the seawall and is 42'-2" in length, that complies with the Code.

- 9510 W. Broadview Drive (6 properties away) has a rectangular shaped dock over both the water and crossing seamlessly over the seawall into the rear yard extending approximately 8 feet from the seawall and is 25 feet in length, that complies with the Code. In 2020 the Town granted a variance to place several mooring pilings 60' into the water from the seawall (Code allows 40') to accommodate the owner's large yacht.

The application package submitted included a Town variance application form, a property survey and a site design plan / dock plan showing the location of the proposed dock extension / mooring piles designed by project engineer (Southern Marine Construction). The applicant also included correspondence from Miami-Dade DERM dated August 2nd, 2023 (initial biological assessment) and

a Note to File dated January 17th, 2024 related to water depth and recommended dock extension at 7.5' depth at MLWL. After receiving the variance application and our initial review / inquiry, DERM staff provided an email to clarify the maintenance dredging question on April 12th, 2024.

ANALYSIS

As per the Town's request, MMPA has completed our review of the variance application, researched the matter, and provide the following analysis and comments.

The subject property is located on the southwest side of the West Island facing Indian Creek Lake. Pursuant to the Town's Zoning and Planning Code, docks may extend up to 25 feet into this waterway; however, the Code limits docks to 4 feet in width for any portion extending more than 8 feet beyond the outside face of the seawall cap. On occasion, due to the silting-in of underwater lands near the seawalls creating shallow depths, the growth of seagrasses on those underwater lands, and sea life, the Code includes provisions for variances to be filed related to the allowable projection of docks when they are limited to the "minimal variation of the stated criteria necessary to meet the unique environmental characteristics of the site".

As stated above, there is an existing Code-compliant 8' wide x 34'+/- long boat dock attached parallel to the seawall which will remain. A sizable boat (50'+/-) is noted moored at the dock on aerial photos (Google Earth / MDPA). The proposed new dock extension will attach to the existing dock. Apparently, there are some unauthorized / un-permitted marine facilities that have been installed (jet ski floating dock / mooring piles / other) that DERM discovered during their initial inspection for this request (some to remain with Class 1 Permit / some to be removed).

The applicant originally filed an application with DERM over the summer of 2023 with their proposal to accommodate a proposed larger 66' long / 5'-5" vessel hull draft depth, and received a response from DERM on August 2nd, 2023 stating (1) either some maintenance dredging could be done near the existing dock to deepen the water depth, or (2) due to the existing water depth near the existing dock / seawall, the outer edge of any new dock for the large boat size desired would need to be at least 46 feet waterward of the seawall face to achieve a 7'-6" water depth to accommodate the boat. The design of docks is a local Town regulation – DERM does not really care about the dock width other than limitations into their so-called D-5 site triangle. The mooring pile locations are predicated on the main dock location and size of the vessel.

Upon receipt of the variance application MMPA reviewed the drawings / justification and contacted the owner's representative to clarify / adjust the required variance requests. MMPA also contacted DERM staff directly to discuss their August 2023 initial analysis and options. During my conversation on March 11th, 2024 with DERM staff, the DERM staff member stated the underwater land elevations near the existing dock / seawall are not unusually shallow, as evidenced by numerous nearby homes with Code-complaint docks - many with large vessels, and there were no significant seagrasses or marine life noted. Ms. Sarsich stated DERM would not object to limited maintenance dredging near the existing dock or out farther, compliant with the Town's maximum 25' encroachment, to create a suitable water depth of 7'-6" or more for the owner's large vessel. However, the DERM April 12th, 2024 email indicates the amount of dredging necessary to achieve the necessary water depth would not be allowed that close to the seawall and would be cost-prohibitive. Had the extensive dredging been possible no variances would be necessary for a waterward encroachment, and the expanded dock could be similar to others nearby that are Code compliant.

Given the above, we believe it is simply the owner's desire to have an unusually large vessel and a greatly extended dock to moor it due the hull draft depth – not a condition caused by environmental or physical land constraint – a self-created hardship – therefore the request should be deemed not valid based on the Town Code criteria. The size of the vessel would appear to indicate it probably should be moored at a commercial marina versus a single-family homesite (93.5' wide lot frontage on water). Again, the Charter appears to limit the use of its water bodies to "municipal purposes". However, the Town has historically allowed landowners adjoining the waterways to install various marine facilities (docks / mooring piles / lifts / etc.). In earlier years the state issued a "license" for each site that had marine facilities but that does not occur anymore, as M-D DERM handles the permits / environmental reviews for FDEP. MMPA has suggested for years the Town institute a "license agreement" for each site utilizing the Town's public waterways to reinforce everyone's understanding of ownership and rights. MMPA believes allowing for an extended private dock & pilings as requested from the owner's seawall into the Indian Creek and the uses of "public" land for private purposes without need or compensation seems excessive and unreasonable. Perhaps a lease payment should be considered for private use of public land. As an example, if someone owned land next to a National Forest or wanted to use such lands they would need to obtain a lease from the applicable government entity and typically pay rental fees. Research reveals that typical commercial marina monthly lease rates in Miami range from $23-$25 a foot per month ($1,500 - $1,600 per month). Finally, MMPA believes that this amount of encroachment could result in creating a navigable hazard near the boat channel of Indian Creek Lake near the shoreline, and the size of the vessel would infringe on neighboring property owner water view vistas (purpose of D-5 Triangle).

With there being existing docks on numerous neighboring Town properties that have docks and adequate water depth or sizable vessels, which comply with the Town Code limitations, this variance request should not be considered a "minimal variation" as required by the Town Code and should be **DENIED** in our opinion. It is only the applicant's request to acquire / moor a large 66' long vessel that is causing this request. The owner's current 50' boat moored at the existing parallel dock seems perfectly typical without the need for any variances. Alternatively, the Town could consider **APPROVING** a more limited dock extension greater than 25' from the seawall (distance to be determined). In our opinion, as to the width of the terminal dock (5 feet vs. 4 feet) there is no technical need to approve this request – it is a desired amenity feature by the owner.

CONCLUSION AND RECOMMENDATION

Based on the above, MMPA recommends the Town Council consider our analysis, the Miami-Dade DERM August 2023 initial biological assessment / other correspondence, and the fact that the owner has an existing 50'+/- vessel moored at the existing parallel dock along the seawall, and the fact there are numerous existing nearby waterfront dock designs that accommodate very large vessels, make a decision based on the collective information.

MIAMI-DADE COUNTY

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407

miamidade.gov

August 02, 2023

Brett Reizen
9424 West Broadview Drive
By Harbor Islands, Florida 33154

Re: Class I Permit Application CLI-2023-0212: Reizen – Dock extension located at 9424 West Broadview Drive, Bay Harbor Islands, Miami-Dade County, Florida. (Folio No. 13-2227-001-4610)

Dear Mr. Reizen:

Please accept this letter in response to your submittal of a Class I permit application for the above referenced property. DERM staff has conducted a biological assessment and has the following recommendations to continue processing your permit application.

During the biological assessment, staff documented an unauthorized cleat, floating dock, and mooring pile on-site. A review of DERM's records indicates that the cleat, floating dock, and mooring pile were installed without the required Class I permit. Based on the scope of work depicted on the sketches, the unauthorized mooring pile will be removed. In order to avoid enforcement action by DERM, you must immediately cease and desist from any additional unauthorized coastal construction at the above-referenced property. The unpermitted floating dock and cleat cannot be authorized in their current locations and are required to be removed. The mooring pile can be permitted in its current footprint. Alternatively, the structure can be removed. **Failure to remove the floating dock and cleat upon receipt of this letter may result in enforcement action by DERM without further notice.**

Staff documented submerged debris (e.g. tarp, PVC, metal, concrete, flowerpot, miscellaneous trash, and vegetative) in tidal waters. Pursuant to the Code of Miami-Dade County, it shall be unlawful for any person to dispose of solid wastes or any other wastes into the waters of this County. The debris must be removed from tidal waters upon receipt of this letter. Failure to remove the debris upon receipt of this letter may result in enforcement action by DERM without further notice.

DERM has an objection to the proposed installation of the dock extension, dock removal, and dolphin mooring clusters; however, the minimum required water depth of 7.5 feet mean low water is not obtained until 46 feet waterward of the existing seawall. In order to obtain the minimum Code required water depth, DERM recommends extending the waterward edge of the terminal platform to 46 feet waterward of the existing seawall. Alternatively, maintenance dredging of the slip area can be proposed. Please make the following corrections to any future sketches. Please note, DERM recommends corrections on sketches be reviewed and approved before signed and sealed plans are submitted.

LOC NOT REQ

Based on the current design, the proposed structures will be located outside of the boundaries described in Section D-5(03)(2)(a) of the Miami-Dade County Public Works Manual and letters of consent that reference DERM preliminary approved plans are being requested prior to permit issuance. Please note that the Class I permit will not be issued until the requested letters have been submitted to DERM for review and approval. If the letters cannot be obtained, a modification to the proposed scope of work and new review by DERM will be required. Any new proposal that results in a significant modification to the scope of work may result in additional process time.

Please note that on any given day, several projects are submitted and placed in a review queue for each project manager based upon the order in which they are received. Depending on queue order and workload, it can take several days for a reviewer to begin the review. Once the review is completed, and assuming the project is approvable, there are specific actions that must be taken prior to issuance of the Class I permit. While every effort is made to expedite all reviews, submittal quality is the most significant factor dictating how quickly a project is approved. The most common deficiency is incomplete or inaccurate sketches or plans. The best way to ensure the timely processing of your Class I permit application is to

carefully review the Completeness Summary, including any listed sketch corrections, and submit a complete response. **Incomplete submittals will result in additional requests for information, potentially significantly delaying the processing of the Class I permit application.**

Pursuant to Section 125.022, Florida Statues, within 30 days of the date of this letter, you are required to submit the information and items requested in the attached Completeness Summary Checklist to complete your Class I permit application.

For Class I permits that first require a quasi-judicial public hearing, the public hearing application is deemed complete when all information and items needed for that public hearing application have been submitted to DERM; this includes, but is not limited to, those items specifically identified in Section 24-48.2(II)(B) of the Code of Miami-Dade County.

For issuance of the Class I permit, regardless of whether a quasi-judicial public hearing is required, the permit application will be deemed complete when all information and items, including but not limited to those items specifically identified in Section 24-48.2 and Section 24-48.5 of the Code of Miami-Dade County, have been submitted to DERM.

If the information and items requested in the attached Completeness Summary Checklist are not provided within 30 days of this letter and the application remains incomplete, this application may be denied without prejudice in accordance with Section 125.022, Florida Statutes. If additional time is necessary, please submit a written request for an extension of time.

Attached please find a Completeness Summary detailing items required in order to complete your Class I Permit Application Package, and a State and Federal Delegated Review Checklist containing additional information and indicating additional items to be submitted prior to Class I permit issuance. If you have any questions concerning the above referenced application, please contact me at (305) 372-6595 or meghan.sarsich@miamidade.gov.

Sincerely,

Meghan Sarsich, Biologist I
Coastal Resources Section
Division of Environmental Resources Management (DERM)

cc: Southern Marine Construction, Inc. – Authorized Permit Agent (rrossi2@bellsouth.net)
Jon Pempek – U.S. Army Corps of Engineers (Jonathan.C.Pempek@usace.army.mil)

COMPLETENESS SUMMARY
COASTAL CONSTRUCTION PERMIT APPLICATION
PROJECT NO. CLI-2023-0212

PROJECT NAME: Reizen

PROJECT ADDRESS: 9424 West Broadview Drive, Bay Harbor Islands, Florida 33154

DATE: August 02, 2023

PROJECT MANAGER: Meghan Sarsich

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO CONTINUE PROCESSING YOUR PERMIT APPLICATION:

- Complete set of revised sketches as detailed in the Completeness Summary Cover Letter.

THE FOLLOWING ARE REQUIRED TO BE SUBMITTED TO COMPLETE THE APPLICATION PRIOR TO PERMIT ISSUANCE:

- A set of plans signed and sealed by a Florida Licensed Professional Engineer.
- Structural and zoning approvals from the Town of Bay Harbor Islands.
- Revised cost of construction.
- Application fee balance to be determined.
- Permit fee in the amount to be determined.
- Miami-Dade County surcharge fee in the amount to be determined.
- Letters of consent from the adjacent property owners which specifically references the construction approved by DERM.

STATE AND FEDERAL CHECKLIST

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)
DERM has been delegated the authority to review the proposed project and grant proprietary authorization for the use of sovereign submerged lands pursuant to an operating agreement between DERM and the FDEP.

Not Applicable — Town of Bay Harbor Islands

UNITED STATES ARMY CORPS OF ENGINEERS (USACE)

DERM has been authorized to administer the programmatic general permit SAJ-42 in conjunction with the issuance of a Class I permit pursuant to an operating agreement with the United States Army Corps of Engineers.

Programmatic Biological Opinion ("JAXBO") checklists were not submitted with the Class I permit application; therefore, an evaluation of the project's qualification for Federal authorization pursuant to the U.S. Army Corps of Engineers Programmatic General Permit SAJ-42 was not completed. If you are requesting DERM evaluate the project for consistency with the SAJ-42, please submit complete JAXBO checklists, including the summary checklist, for review.

Please ensure that the checklists are submitted in fillable PDF format. Scanned copies, hard copies, or non-fillable forms will not be accepted. Please do not combine the checklists into one PDF.

CLI-2023-0212
9424 West Broadview Drive, 33154

Inspected by N. Alvarado, C. Espinosa, S. Ortiz
Inspected on 7/25/2023 at 14:10

Legend

- LF = Linear Feet
- ww = Waterward
- Z = Water Depth
- MLW = Mean Low Water
- Sub. = Submerged
- ↑ = 5' ww
- = Dock Pile w/ Fenders
- = Lift Piles
- = Mooring Piles
- = PVC Piles
- = Cleat
- = Mooring Loop
- = Marine Debris
- = Mooring loop holder

Notes

- Not Drawn to Scale
- Assessment conducted in water
- MLW Depths Adjusted 1.6' at 2:10 PM
- Bottom is scouring under mooring vessel.

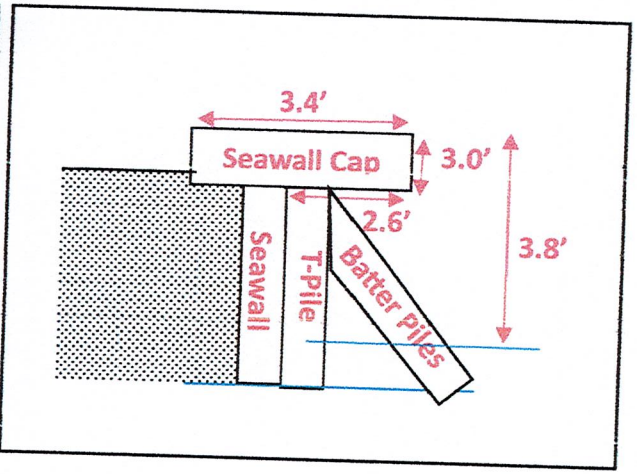
Resources

- *Halimeda tuna*
- Snapper
- Checkered Puffer
- Encrusting Sponges
- Dictyota

LF	7.5' Contour
5	42.2' ww
76	47' ww
85	48.7' ww

Note: 4' Contour at 5 linear feet at approximately 8' waterward

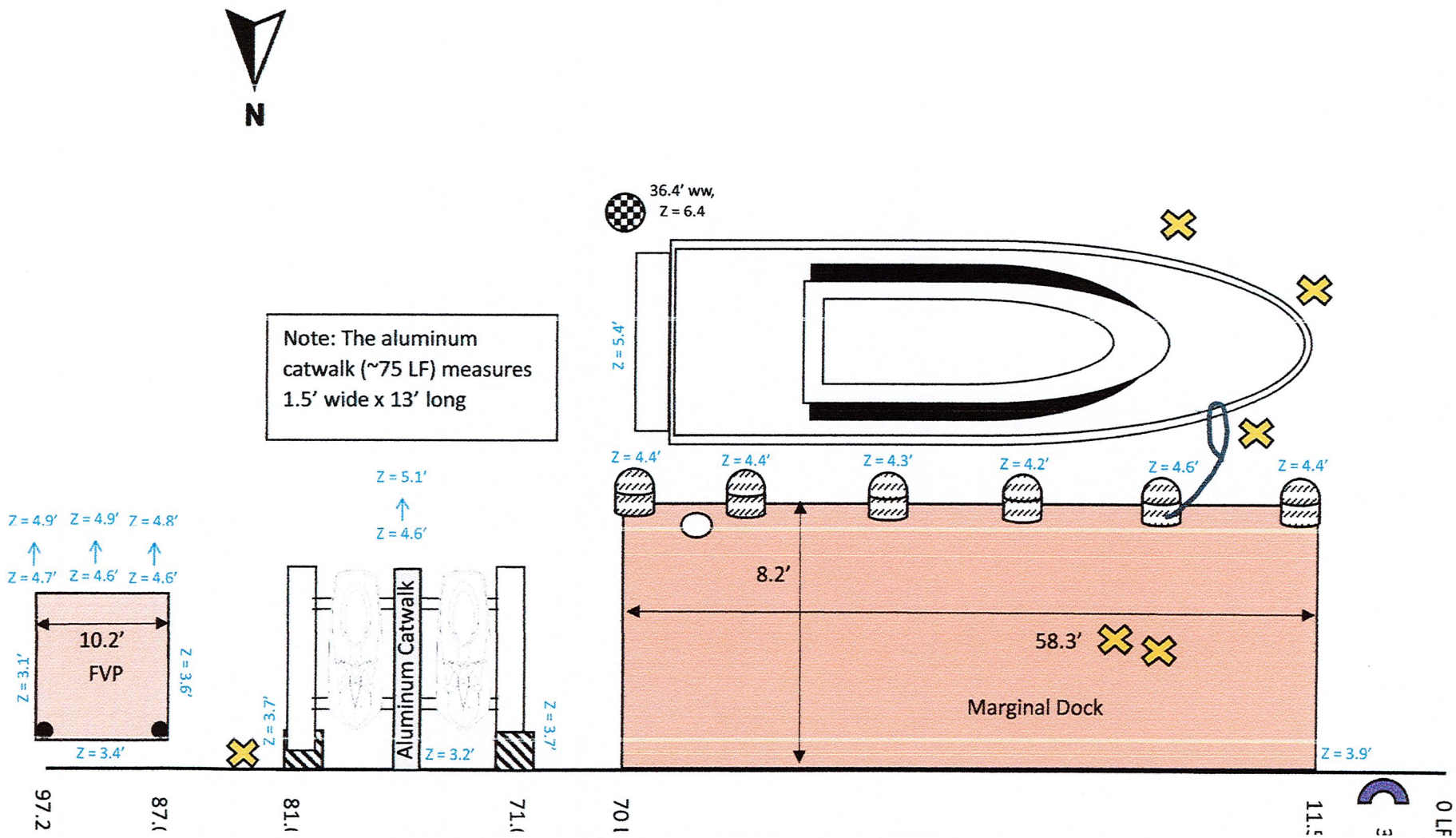
Submerged Debris	LF	Waterward
Palm Frond	83	0' ww
Tarp	56	Under dock
PVC Pile	57	Under dock
Glass, Trash, Cups	12	~ 13.2' ww
Metal Pipe	~25	5' ww from boat
Concrete Block	~20	Under boat
Flowerpot	~68	Under dock



CLI-2023-0212
9424 West Broadview Drive, 33154

Inspected by N. Alvarado, C. Espinosa, S. Ortiz
Inspected on 7/25/2023 at 14:10

Indian Creek Lake



Michael J. Miller

From: Sarsich, Meghan (RER) <Meghan.Sarsich@miamidade.gov>
Sent: Friday, April 12, 2024 1:53 PM
To: Michael J. Miller
Cc: Elam, Lindsay (RER); Jacki Rossi
Subject: CLI-2023-0212 – Inquiries Regarding Depth

Good afternoon,

The Class I Permit Application, CLI-2023-0212, at 9424 West Broadview Drive requested the installation of a dock to accommodate a vessel with a 5.5 foot draft. The minimum required water depth for a vessel with a 5.5 foot draft is 7.5 feet MLW and was not obtained until approximately 46 feet waterward of the existing seawall.

Based on the existing site conditions there is a 3+ foot depth difference between the water depths at the waterward edge of the existing dock and the depth required for a 5.5 foot draft vessel. Maintenance dredging beginning at the edge of the existing dock would require a significant amount of dredging and would not be considered the minimum necessary for DERM when there is an option to build further waterward.

Thank you,

Meghan Sarsich — Biologist I
Coastal Resources Section
Miami-Dade Country Dept. of Regulatory and Economic Resources (RER)
Div. Environmental Resources Management
701 NW 1st Court, 6th Floor, Miami, FL 33136
P | (305) 372-6595
E | meghan.sarsich@miamidade.gov
W | http://www.miamidade.gov/environment



Please consider the environment before printing this email.

MIAMI-DADE COUNTY

NOTE TO FILE

Permit Number: CLI-2023-0212

Project Name: Reizen

Project Address: 9424 West Broadview Drive

Date: January 17, 2024

Project Manager: Meghan Sarsich

The minimum required water depth of 7.5 feet NOAA Mean Low Water, for the proposed 65 foot long vessel with a 5.5 foot draft, is not obtained until 46 feet waterward of the existing seawall cap. DERM recommended the slip area created by the dock be located at 46 feet waterward of the existing seawall cap where the minimum required water depth is met, which is depicted on the latest plans submitted to DERM on 12/06/2023.

BAY HARBOR ISLANDS, FLORIDA

TOWN CHARTER

ARTICLE I. – INCORPORATION, BOUNDARIES, FORM OF GOVERNMENT AND POWERS

SECTION 1.02 – BOUNDARIES

The following is a verbatim excerpt from the Town's Charter that was granted by the State of Florida to the Town in Senate Bill 865 adopted in 1953.

Article I. - Incorporation, Boundaries, Form of Government and Powers. []

Footnotes:

--- () ---

[1] *This Charter, as printed, is the result of an amendment undertaken by the 2011 Charter and Ordinance Review Committee (the "Committee"). The Committee consisted of Jordan Leonard, Robert Yaffe, Issac Salver, Joshua Fuller, Stephen Kennedy, Jay Meiselman and Dr. Barry Shipman. Town Clerk Marlene Marante served as Clerk for the Committee and Richard J. Weiss and Matthew Pearl served as Attorneys. As result of the Committee meetings, and Town Council action thereon, this new Charter was presented to the electorate on November 6, 2012. The Charter incorporates the amendments approved by the majority of electors voting at the election of November 6, 2012.*

Section 1.01. - Incorporation.

A municipal corporation known as the Town of Bay Harbor Islands (the "Town") is hereby confirmed and continued pursuant to this Charter, the Constitution of the State of Florida (the "State"), and the Home Rule Charter of Miami-Dade County (the "County"). [2] []

Footnotes:

--- () ---

In 1953, the Florida Legislature enacted Senate Bill No. 865, an act abolishing the then existing Municipal Government of the Town of Bay Harbor Islands and creating, establishing and organizing the municipality presently designated as the Town of Bay Harbor Islands, defining its territorial boundaries, its government, jurisdiction, powers, franchises and privileges.

Section 1.02. - Boundaries.

The corporate limits of the Town are established as follows:

(a) All of Bay Harbor Island, a subdivision of Miami-Dade County, Florida, as shown in the plat thereof, which plat was recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida. The street designated as 96th Street in the recorded plat has been known and shall continue to be known as Kane Concourse.

(b) All additional property rights and jurisdictional authority granted to the Town by 1953 Senate Bill No. 865 is hereby retained by the Town. [3] []

Footnotes:

--- () ---

Additional property rights, jurisdiction and authority granted to the Town by the Florida Legislature through the enactment of Senate Bill No. 865 in 1953 are hereby by preserved and includes the following:

(a) The jurisdiction and powers of the Town of Bay Harbor Islands shall extend over all streets, alleys, sewers, parks and bridges including but not limited to the bridge spanning Indian Creek and the approach thereto from the East, which bridge connects Bay Harbor Islands with Surfside and Bal Harbour causeways, including but not limited to the Broad Causeway, and all approaches thereto, and all lands within said area, whether platted or unplatted, and to and over all waters, waterways, streams, bays, bayous, submerged lands, water bottoms and wharves, and to and over all persons, firms and corporations, property and property rights, occupations, businesses and professions whatsoever within said boundaries.

(b) The title to and jurisdiction over all streets, thoroughfares, parks, alleys, public lots, bridges, causeways, waters, waterways, and sewers, within the Town, and all other property and municipal plants of the Town now owned, possessed or operated by it, and all property of every kind and character which the Town may hereafter acquire within or outside of the Town, or which may vest in it, or be dedicated to it, for its use or for the public use, shall be vested in the Town of Bay Harbor Islands, as created under this act. Also, the title to all tidewater and other lands, and all creeks, bayous, and bay bottoms, and all waters, waterways and water bottoms, and all riparian rights within and adjacent to the Town limits, now owned by the State of Florida, shall be vested in the Town of Bay Harbor Islands, for municipal purposes only.

(c) The State of Florida does hereby surrender and grant to the said Town any claim or control that it might have over all tidewaters and other lands, and all bayous and bay bottoms, beaches, waters, waterways and water bottoms, and all riparian rights within and adjacent to said Town limits for municipal purposes only.

RECEIVED
FEB 14 2024
BY: .....

APPLICATION FOR VARIANCE AND PUBLIC HEARING

DATE: 2-6-2024	PROPERTY ADDRESS: 9424 West Broadview Drive	
LEGAL DESCRIPTION	LOT: 82 + Portion of 83	BLOCK: 23
SUBDIVISION:	**TOWN OF BAY HARBOR ISLANDS**	

APPLICANT'S NAME:	MR. Brett Reizen	
ADDRESS:	9424 W Broadview Dr. B.H.I FL 33154	
BUSINESS PHONE:	RESIDENCE PHONE:	CELL PHONE: (305) 205-1608

PROPERTY OWNER'S NAME: (If different from applicant)	SAME AS ABOVE	
ADDRESS:		
BUSINESS PHONE:	RESIDENCE PHONE:	CELL PHONE:

NAME OF CONTRACTOR and/or ARCHITECT:	Robert Rossi	
COMPANY NAME:	Southern Marine Construction Inc	
ADDRESS:	P.O. Box 414194 Miami Beach FL 33141	
BUSINESS PHONE: (305) 861-2764	RESIDENCE PHONE:	CELL PHONE: (305) 613-6377

PRESENT ZONING CLASSIFICATION:
- ☐ BAA - Business District
- ☐ RBA - Tract
- ☑ RD - Single Family
- ☐ PRD - Planned Residential Development
- ☐ CA - Causeway
- ☐ RE - Multiple Family
- ☐ PUD - Planned Unit Development

IF APPLICANT IS THE PROPERTY OWNER, INDICATE DATE ACQUIRED: 1/5/2017

IF APPLICANT IS THE LESSEE, INDICATE LEASE DATE: N/A

INDICATE TERMS OF LEASE:	N/A

LEGAL DESCRIPTION OF ANY CONTIGUOUS PROPERTY OWNED BY THE APPLICANT:

LOT: 82 + PORTION 83	BLOCK: 23	SUBDIVISION: TOWN OF BAY HARBOR ISLANDS

IS THERE AN OPTION TO PURCHASE OR LEASE THE SUBJECT PROPERTY? ☐ Yes ☑ No

IS IT PREDICATED ON APPROVAL OF APPLICATION? ☐ Yes ☑ No

IS HEARING BEING REQUESTED AS A RESULT OF A VIOLATION NOTICE? ☐ Yes ☑ No

HAS A PUBLIC HEARING PREVIOUSLY BEEN HELD REGARDING THIS PROPERTY? ☐ Yes ☑ No

IF YES

DATE: N/A	DECISION: N/A

ARE THERE ANY EXISTING STRUCTURES ON THE PROPERTY TO BE DEMOLISHED? ☐ Yes ☐ No

DESCRIBE: PORTION OF EXISTING DOCK

BRIEFLY STATE REQUEST:	Requesting dock projection exceeding 8' into Waterway. As per Miami Dade County DERM's attached letter they are requiring a 46' projection of the dock for adequate water depth for proposed vessel.

THE FOLLOWING ARE TO BE NOTIFIED OF HEARING DATE, AS MY REPRESENTATIVE(S):
(Please provide this information, or they will NOT be notified)

NAME	ADDRESS	PHONE
Robert Rossi	P.O. Box 414194 Miami Beach	(305) 861-2764
	Florida 33141	
E-mail	RRossi2@Bellsouth.NET	

Applicant Signature(s) X _____ Date 1/23/24

_____ Date ___/___/___

_____ Date ___/___/___

ALL INFORMATION SUBMITTED IN CONNECTION WITH THIS APPLICATION BECOMES A PERMANENT PART OF THE PUBLIC RECORDS OF THE TOWN OF BAY HARBOR ISLANDS.

(FOR OFFICE USE ONLY)

APPROVED: 9 YES 9 NO
DATE APPROVED: / /
CODE SECTION:

REQUEST FOR VARIANCE
OWNER/POWER OF ATTORNEY AFFIDAVIT

DATE: 2-6-2024

The subject property is legally described as:

LOT: 82 + PORTION 83	BLOCK: 23	SUBDIVISION: BAY HARBOR ISLANDS
ADDRESS:	9424 West Broadview DR B.H.I FL	

I (we), BRETT REIZEN being duly sworn, depose and say that I am (we are) the owner(s) of the described real property and that I am (we are) aware of the nature and effect of the request for variance(s) on the above subject property, which request is hereby made by me (us) OR I am (we are) hereby authorizing
to be my (our) legal representative before the Town Council with respect to said request.

I (we) hereby authorize the Town of Bay Harbor Islands to enter the subject property for the sole purpose of posting a NOTICE OF PUBLIC HEARING on the property as required by the Town Council, and do take the responsibility of removing this notice after the date of the hearing.

Signature of Owner

Before me this day personally appeared
Brett Reizen
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Brett Reizen executed this document for the purposes therein expressed.

Sworn to and subscribed to before me this
day of January 23, 2024

CHRISTINA SEGARRA
Notary Public-State of Florida
Commission # HH 443275
My Commission Expires
September 13, 2027

Notary Public

My commission expires: 9/13/27 Personally known X Produced I.D. _____
Type/number of I.D.

_____ DID TAKE an oath, or
_____ DID NOT take an oath

Signature of Co-owner

Before me this day personally appeared
_____
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed this document for the purposes therein expressed.

Sworn to and subscribed to before me this
day of _____, 20____ .

Notary Public

My commission expires: _____ Personally known ___ Produced I.D. _____
Type/number of I.D.

_____ DID TAKE an oath, or
_____ DID NOT take an oath

c:\all\gnl\forms\variance.aff

Brett Reizen
9424 West Broadview Drive
Bay Harbor Islands, Florida 33154

February 6, 2024

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

Re: Reizen Residence
9424 West Broadview Drive
Bay Harbor Islands, Florida 33154

HARDSHIP LETTER

I am requesting a variance to exceed the 8' dock width as per the Town of Bay Harbor Islands building code. My hardship request is based on Miami Dade County requirements for my dock construction at my residence. Miami Dade County DERM's is requiring a minimum of 46' water-ward for the dock construction to obtain the required water depth of 7.5' MLW for my proposed vessel. The proposed mooring piles are also the minimum required to dock my vessel safely. The projection is the minimum exceedance allowed by Miami Dade County DERM - See Attached Letter by DERM. Also, my project is consistent with other projects approved on the west island.

If you have any questions please contact my agent, Robert Rossi with Southern Marine Construction, Inc at 305-861-2764, or email rrossi2@bellsouth.net.

Regards,

Brett Reizen

MIAMI-DADE COUNTY

NOTE TO FILE

Permit Number: CLI-2023-0212

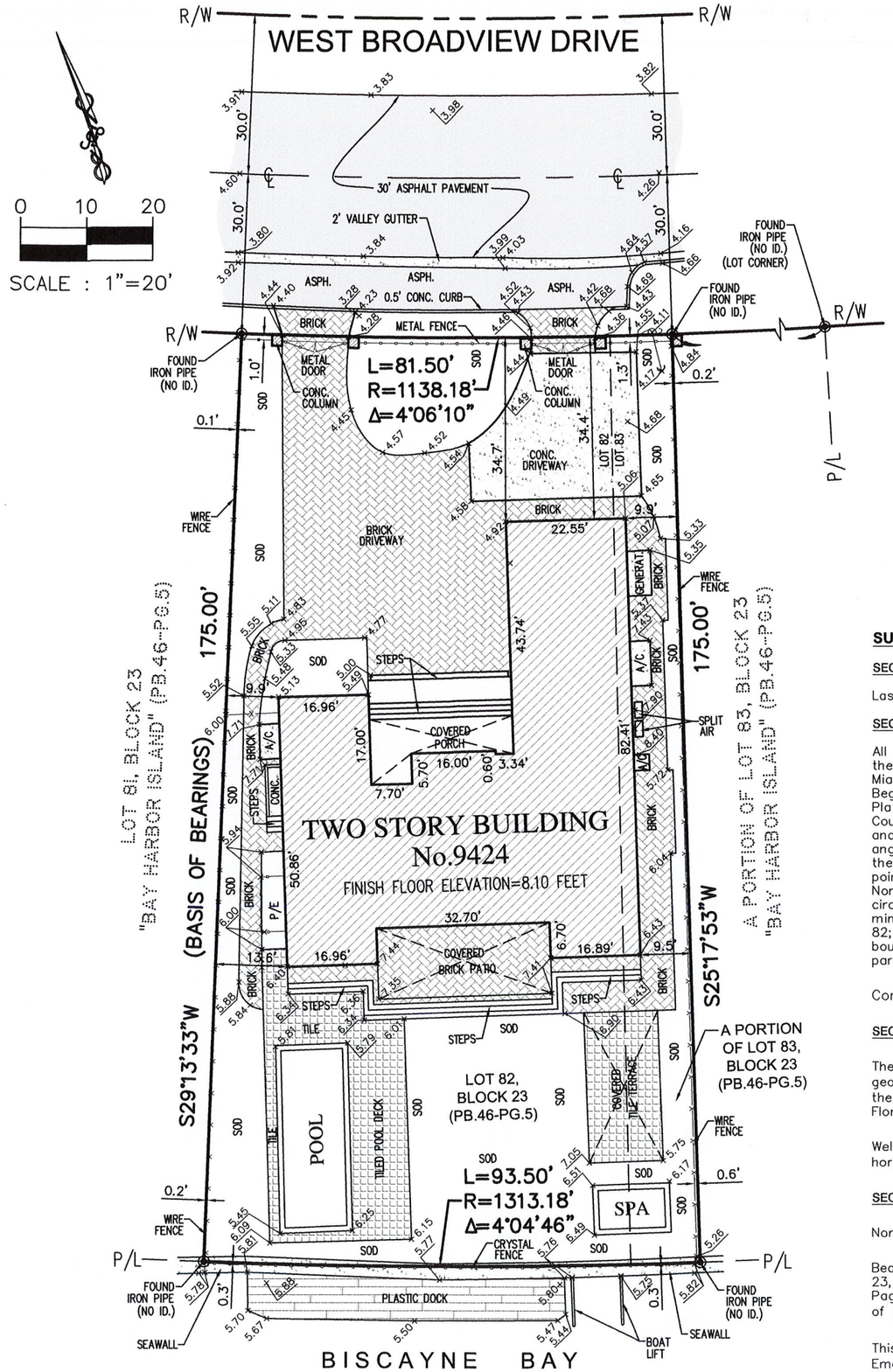
Project Name: Reizen

Project Address: 9424 West Broadview Drive

Date: January 17, 2024

Project Manager: Meghan Sarsich

The minimum required water depth of 7.5 feet NOAA Mean Low Water, for the proposed 65 foot long vessel with a 5.5 foot draft, is not obtained until 46 feet waterward of the existing seawall cap. DERM recommended the slip area created by the dock be located at 46 feet waterward of the existing seawall cap where the minimum required water depth is met, which is depicted on the latest plans submitted to DERM on 12/06/2023.



ABBREVIATIONS & LEGEND

A/C	= AIR CONDITIONING PAD	△	= CENTRAL ANGLE
A	= ARC DISTANCE	//////	= WOOD FENCE
BLDG.	= BUILDING	-X-X-	= WIRE FENCE
C.	= CANOPY		= C.B.S. WALL
C.B.	= CATCH BASIN	ø	= DIAMETER
C.B.S.	= CONCRETE BLOCK W/ STUCCO		= IRON FENCE
C.G.	= CURB & GUTTER	MLP	= METAL LIGHT POLE
CH.	= CHORD DISTANCE		= GUY WIRE
CL.	= CLEAR		= UTILITY POWER POLE
H.	= HEIGHT		= FIRE HYDRANT
L.F.E.	= LOWEST FLOOR ELEVATION	W	= WATER METER
L.P.	= LIGHT POLE		= ELECTRIC BOX
M.D.E.	= MAINTENANCE & DRAINAGE EASEMENT		= TELEPHONE BOX
B.C.	= BLOCK CORNER	CONC.	= CONCRETE
MH.	= MANHOLE		= LIGHT POLE
M/L	= MONUMENT LINE		= GAS CALVE
M.S.	= METAL SHED ON CONCRETE		= WATER VALVE
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM		= WATER MANHOLE
P.R.M.	= PERMANENT REFERENCE MONUMENT		= UNKNOWN MANHOLE
℄	= CENTER LINE	+10.00	= SPOT ELEVATION
CONC.	= CONCRETE	S	= SEWER MANHOLE
C.S.	= CONCRETE SLAB		= TRAFFIC SIGN
ENC.	= ENCROACHMENT		= CATCH BASIN
F.H.	= FIRE HYDRANT	I.D.	= IDENTIFICATION
F.I.P.	= FOUND IRON PIPE	ASPH.	= ASPHALT
F.N.D.	= FOUND NAIL & DISK	SWK.	= SIDEWALK
F.R.	= FOUND REBAR	U.E.	= UTILITY EASEMENT
N.T.S.	= NOT TO SCALE	U.P.	= UTILITY POLE
O/H	= OVERHEAD	V.G.	= VALLEY GUTTER
O.R.B.	= OFFICIAL RECORDS BOOK	W.M.	= WATER METER
P.B.	= PLAT BOOK	W.V.	= WATER VALVE
P.C.P.	= PERMANENT CONTROL POINT	DWY.	= DRIVEWAY
PG.	= PAGE		
P.O.B.	= POINT OF BEGINNING		
P.O.C.	= POINT OF COMMENCEMENT		
(M)	= MEASURED		
(R)	= RECORDED		
PL.	= PLANTER		
P/L	= PROPERTY LINE		
R.	= RADIUS		
RAD.	= RADIAL		
(R & M)	= RECORDED & MEASURED		
R/W	= RIGHT-OF-WAY		

SURVEYOR'S NOTES:

SECTION 1) DATE OF FIELD SURVEY:

Last day of field work was performed on March 11, 2022.

SECTION 2) LEGAL DESCRIPTION:

All of Lot 82 and a portion of Lot 83, in Block 23, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami–Dade Country, Florida, said property being more particularly described as follows: Begin at the N.W. Corner of Lot 82 in Block 23 BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, at Page 5, of the Public Records of Miami–Dade County, Florida; thence in an Easterly direction along the North Boundary of said Lot 82 and 83 and along a circular curve having a radius of 1,138.18 feet through a central angle of 4 degrees 06 minutes 10 seconds for an arc distance of 81.50 feet to a point; thence South 26 degree 04 minutes 14 seconds West for a distance of 175 feet to a point on an existing sea wall and on the South Boundary of said Lot 83; thence in a Northwesterly direction along the Southerly boundary of said Lot 83 and 82 and along a circular curve having a radius of 1,313.18 feet thru a central angle of 4 degree 04 minutes 46 seconds for an arc distance of 93.50 feet to the S.W. corner of said Lot 82; thence North 30 degree 00 minutes 00 seconds East along the Northwesterly boundary of said Lot 82 for a distance of 175 feet to the point of beginning of the parcel of land herein described.

Containing 15,199 Square Feet or 0.35 Acres, more or less, by calculations.

SECTION 3) ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the "Standards of Practice for Land Surveying in the State of Florida", require for this Type of Survey as defined in Rule 5J–17.051, Florida Administrative Code.

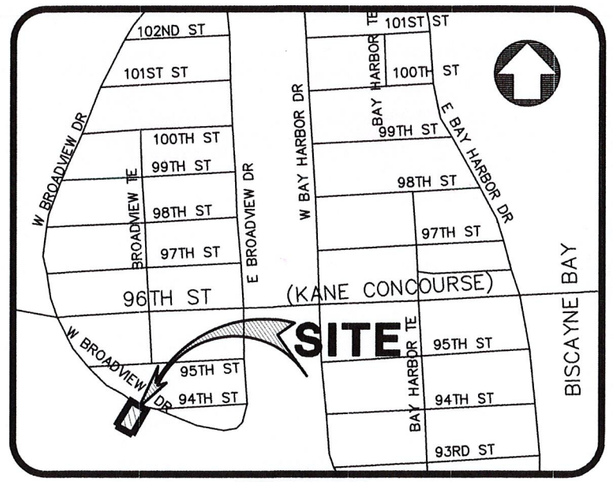
Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

SECTION 4) SOURCES OF DATA:

North arrow direction is based on an assumed Meridian.

Bearings as shown hereon are based upon the Northwesterly Line of Lot 82, in Block 23, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami–Dade Country, Florida; with an assumed bearing of S29°13'33"W, said line to be considered a well established and monumented line.

This property is to be located in Flood Zone "AE", Elev.=8 feet, as per Federal Emergency Management Agency (FEMA) Community Number 120637 (Town of Bay Harbor Islands), Map Panel No. 12086C144, Suffix L, Map Revised Date: September 11, 2009.



VICINITY MAP
NOT TO SCALE

Elevations as shown hereon are based on the National Geodetic Vertical Datum of 1929, as per Miami–Dade County's Benchmark Number R–243, Elevation 6.61 feet.

SECTION 5) LIMITATIONS:

Since no other information were furnished other than what is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami–Dade County.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of public records of this County. The Survey depicted here is not covered by a Professional Liability Insurance.

This Survey is for Real Estate purposes only, not for construction. No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

SECTION 6) CLIENT INFORMATION:

This Boundary Survey was prepared at the request of and certified to:

1125 97 BAY HARBOR LLC

SECTION 7) SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Boundary Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Boundary Survey" meets the intent of the applicable provisions of the "Standards of Practice for Lanc Surveying in the State of Florida", pursuant to Rule 5J–17.051 through 5J–17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

BENNY SUAREZ SURVEYING INC., a Florida Corporation
Florida Certificate of Authorization Number LB8104

BENIGNO J. SUAREZ · License Number 6583 · STATE OF FLORIDA · Professional Surveyor and Mapper

Digitally signed by BENIGNO J SUAREZ
Date: 2022.04.22 09:20:30 -04'00'

By: _____
Benigno J. Suarez, PSM Date:
Registered Surveyor and Mapper LS6583
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

BENNY SUAREZ SURVEYING INC.
4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185
PH.(305)807-8319 Email: bennysuarez@msn.com

No.	DESCRIPTION	DATE

BOUNDARY SURVEY
9424 W. BROADVIEW DRIVE
BAY HARBOR ISLAND, FL 33154

DATE: 03/22/2022
SCALE: 1"=25'
SHEET 1 OF 1 SHEETS

GENERAL NOTES

DESIGN: IN ACCORDANCE WITH FBC 2023, 8TH EDITION & ASCE 7-22

PILE NOTES: ALL WOOD PILES TO BE SOUTHERN PINE AND COMPLY WITH A.S.T.M. D25-79 AND BE PRESSURE TREATED W/ C.C.A. FEDERAL SPECIFICATIONS TT-W-550D(1) OR TT-W-00550E(1) AND AWFA-MP-4. PILES TO HAVE A MIN. DIA. OF 12"

PRESTRESSED CONCRETE PILES: RECOGNIZED TESTING LABORATORY TO VERIFY CONCRETE ATTAINING A STRENGTH OF 6000 PSI IN 28 DAYS. CONCRETE SHALL ATTAIN A STRENGTH OF 3500 PSI BEFORE STRANDS ARE RELEASED. REINFORCING SHALL BE PER ASTM A416-682OK STRANDS WITH #5 GAUGE WIRE SPIRALS AT AN 8 INCH PITCH EXCEPT AT ENDS WITH 6 TURNS AT A 3 INCH PITCH.

MINIMUM PENETRATION OF ALL PILES TO BE AS FOLLOWS:
6 FEET MIN. INTO BEDROCK (15' BELOW TOP OF BERM)
10 FEET INTO YIELDING MATERIAL
MINIMUM SAFE BEARING: 10 TONS WOOD PILE & 25 TONS CONCRETE PILE

CONCRETE: CONCRETE FOR THE CAP SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI AT THE END OF 28 DAYS.

REINFORCING STEEL: ALL REINFORCEMENT SHALL BE 60K PSI MINIMUM YIELD NEW BILLET STEEL IN ACCORDANCE WITH ASTM A615 GRADE 60. ALL BAR LAPS SHALL BE A MINIMUM OF 48 BAR DIAMETERS. PLACING OF REINFORCEMENT SHALL CONFORM TO THE LATEST ACI AND MANUAL OF STANDARD PRACTICE CODES.

STRUCTURAL LUMBER: ALL DIMENSIONAL LUMBER TO BE PRESSURE TREATED, (ALL LOAD SUPPORT MEMBERS TO BE SOUTHERN PINE FB=1400 PSI NON-DENSE SELECT STRUCTURAL) AND COMPLY WITH NDS 2018 SPECIFICATIONS.

HARDWARE: ALL HARDWARE TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A-153-80 OR AS SPECIFIED.

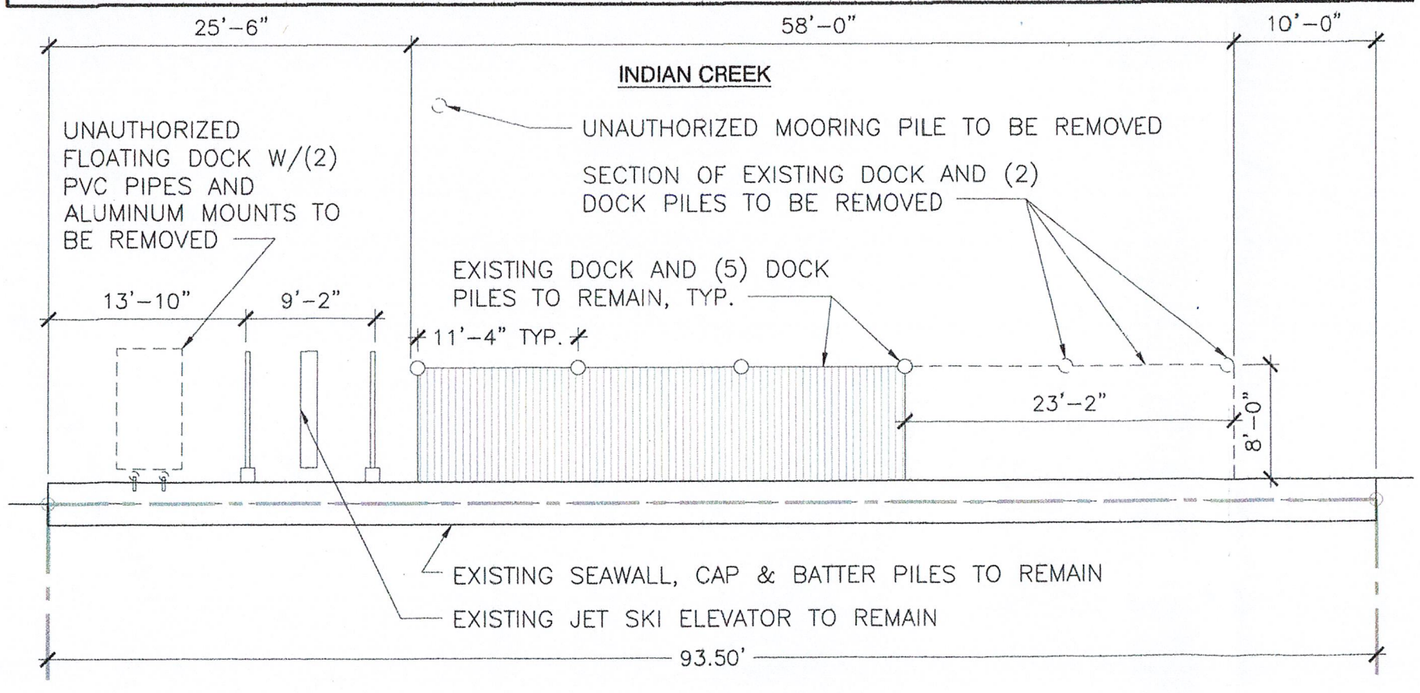
BOLTS: ALL MACHINE BOLTS TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A307-83A.

DESIGN LOADS: 50LBS/FT² OF LIVE LOADS
175 MPH WIND VELOCITY, EXPOSURE "D"

THE CONTRACTOR WILL EMPLOY AND MAINTAIN ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES TO PROTECT BISCAYNE BAY.

APPROVED TURBIDITY BARRIERS SHALL REMAIN IN PLACE DURING ALL PHASES OF IN-WATER WORK.

- ALL EXISTING STRUCTURES TO REMAIN UNLESS OTHERWISE NOTED TO BE REMOVED.
- THIS DRAWING IS THE PROPERTY OF SOUTHERN MARINE CONSTRUCTION, INC. AND IS AN INSTRUMENT OF SERVICE NOT TO BE REPRODUCED IN WHOLE OR PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF SOUTHERN MARINE CONSTRUCTION, INC.
- ALL DIMENSIONS AND ELEVATIONS MUST BE FIELD VERIFIED.



EXISTING CONDITIONS AND DEMOLITION PLAN

3/32" = 1'-0"

PROPOSED DOCK MODIFICATION AND MOORING PILES FOR:

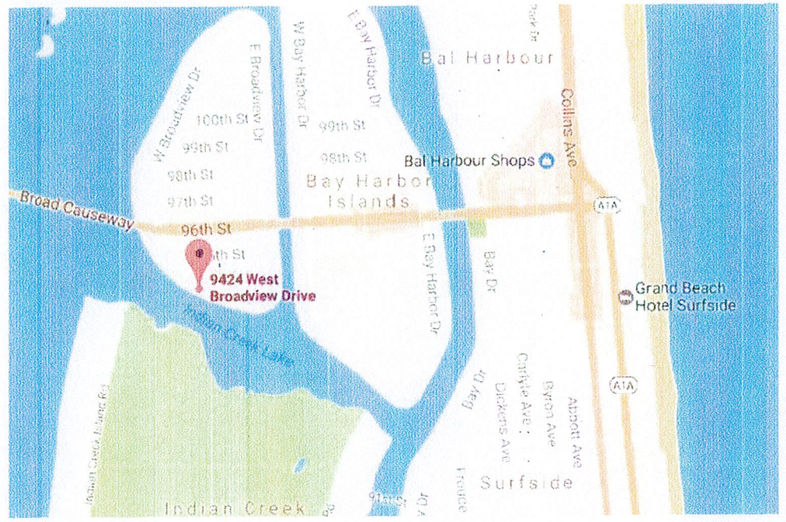
BRETT REIZEN
9424 WEST BROADVIEW DRIVE
BAY HARBOR ISLANDS, FLORIDA

JOHN H. BUSCHER LICENSED PE 41844 STATE OF FLORIDA PROFESSIONAL ENGINEER
1-26-24

CONSULTING ENGINEER:

J.N. SHEINGOLD P.E.
PE #21181
12420 SW 75 AVENUE
MIAMI, FLORIDA 33156

OFFICE: 305 986 7002
FAX: 305 253 4455

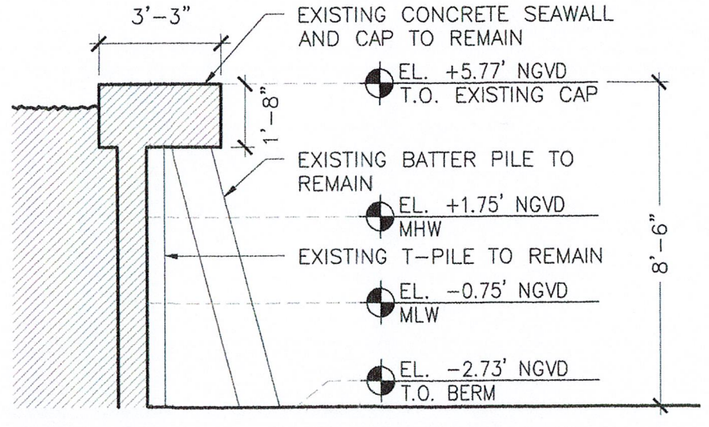


N

LOCATION MAP

N.T.S.

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Jessica Rios
DATE 02/01/2024



EXISTING SEAWALL SECTION

1/4" = 1'-0"

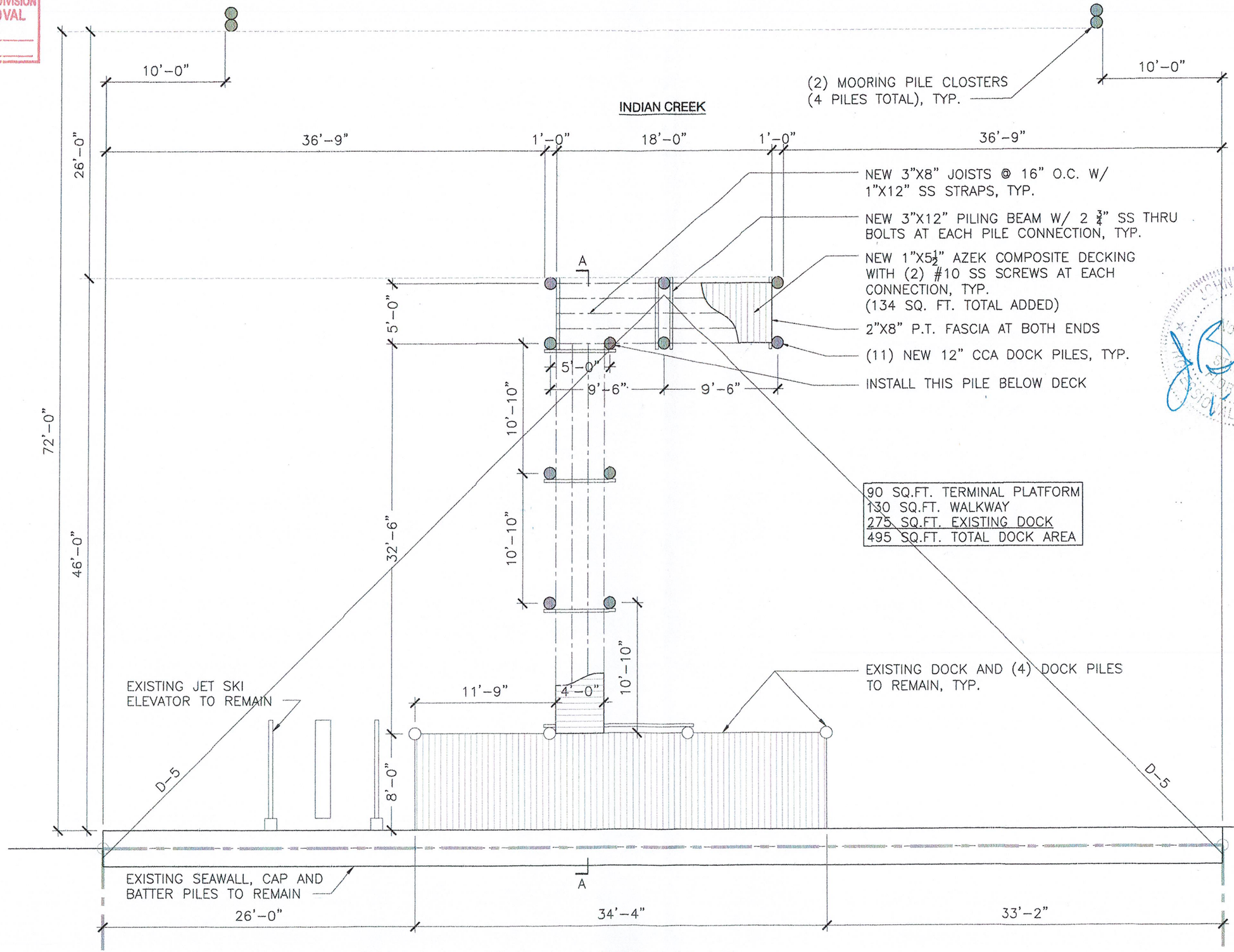
Southern Marine Construction, Inc.
- Custom Docks
- Seawalls
- Boatlifters
- Pile Driving
- Environmental Planning & Permits
305-861-2764 (o)
305-865-4848 (f)
www.southernmarineconstruction.net

PROPOSED DOCK MODIFICATION AND MOORING PILES
BRETT REIZEN
9424 West Broadview Drive
Bay Harbor Islands, Florida

John H. Buscher, P.E.
Consulting Engineer
FL PE #41844
4404 SW 139TH COURT
MIAMI, FL 33175
305-554-9170

A-1
1 of 3

REK - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Jessica Rios
DATE 02/01/2024



PROPOSED DOCK MODIFICATION AND MOORING PILES PLAN

3/16" = 1'-0"

JOHN H. BUSCHER
LICENSED
No. 41844
STATE OF FLORIDA
PROFESSIONAL ENGINEER
1-26-24

Southern Marine Construction, Inc.
- Custom Docks
- Seawalls
- Boatlifters
- Pile Driving
- Environmental Planning & Permits
305-861-2764 (o)
305-865-4848 (f)
www.southernmarineconstruction.net

PROPOSED DOCK MODIFICATION AND MOORING PILES

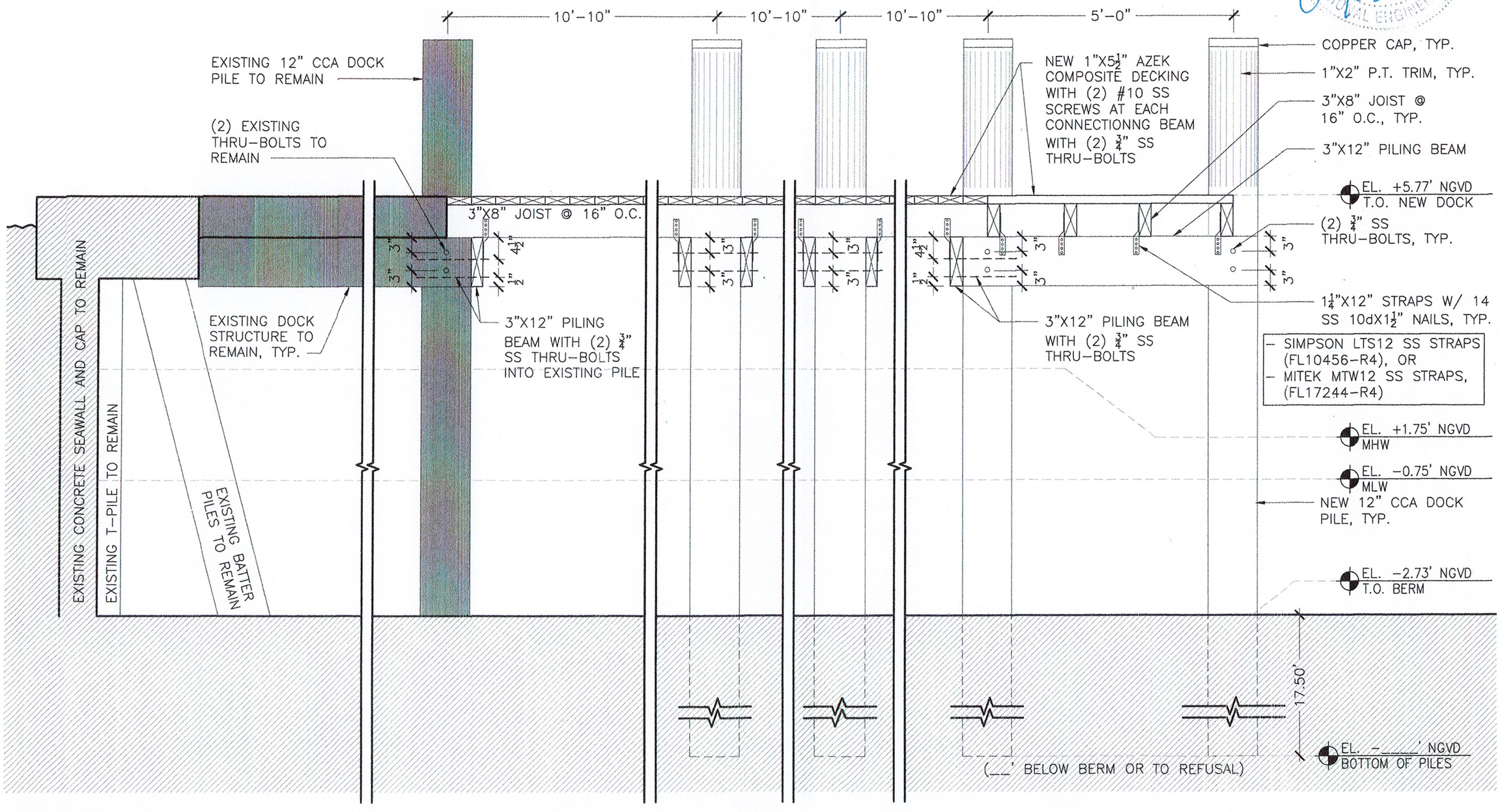
BRETT REIZEN
9424 West Broadview Drive
Bay Harbor Islands, Florida

John H. Buscher, P.E.
Consulting Engineer
FL PE #41844
4404 SW 139TH COURT
MIAMI, FL 33175
305-554-9170

A-2
2 of 3

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Jessica Rios
DATE 02/01/2024

JOHN H. BUSCHER LICENSE No. 41844 STATE OF FLORIDA PROFESSIONAL ENGINEER
1-26-24



SECTION AA

1/2" = 1'-0"

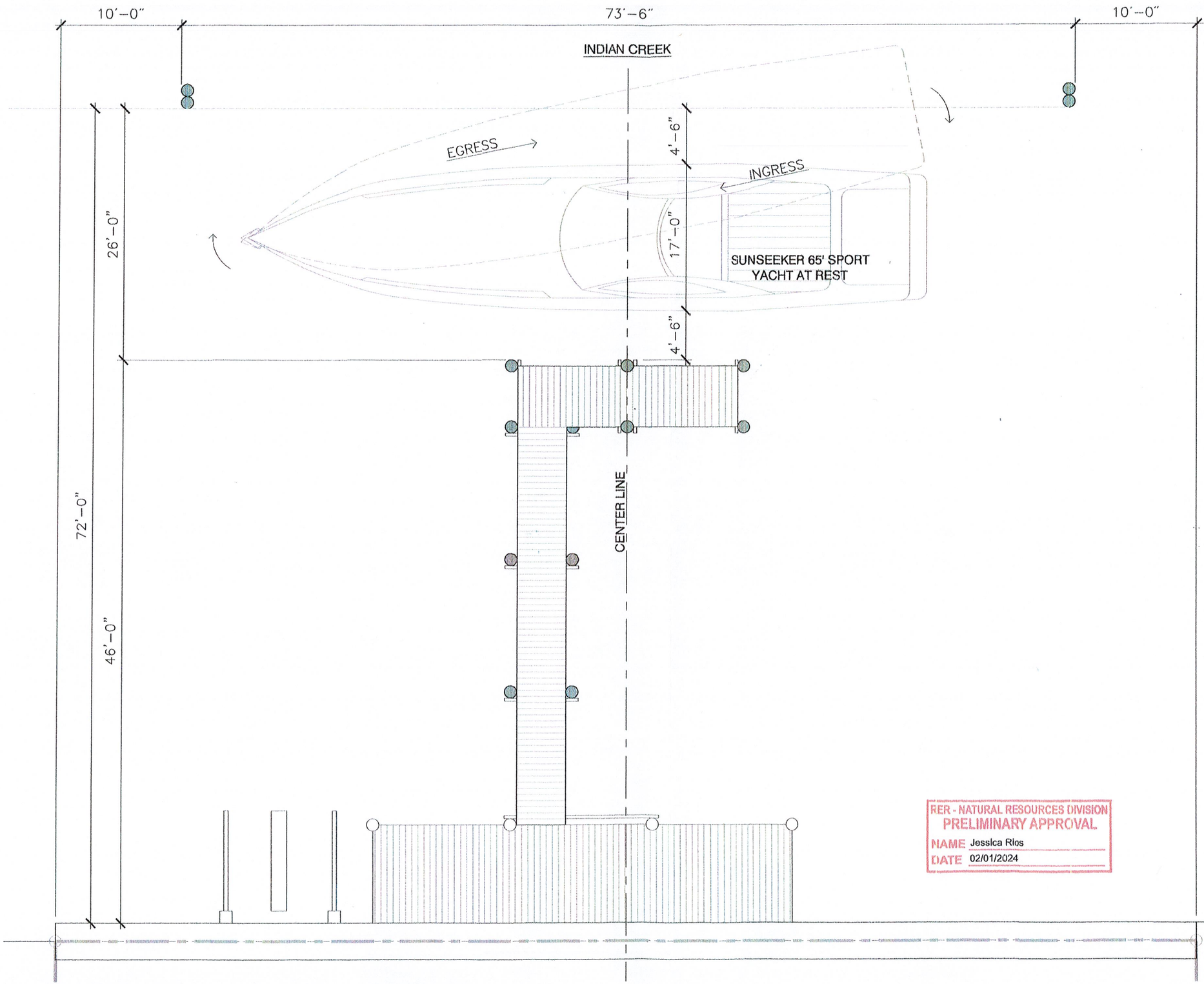
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305-861-2764 (o)
305-865-4948 (f)
www.southernmarineconstruction.net

PROPOSED DOCK MODIFICATION AND MOORING PILES

BRETT REIZEN
9424 West Broadview Drive
Bay Harbor Islands, Florida

John H. Buscher, P.E.
Consulting Engineer
FL PE #41844
4404 SW 139TH COURT
MIAMI, FL 33175
305-554-9170

A-3
3 of 3



RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Jessica Rios
DATE 02/01/2024

PROPOSED BOAT INGRESS + EGRESS PLAN

3/16" = 1'-0"

Southern Marine Construction, Inc.
- Custom Docks
- Seawalls
- Bulkheads
- Pile Driving
- Environmental Planning & Permits
305-861-2764 (o)
305-865-4848 (f)
www.southernmarineconstruction.net

JOHN H. BUSCHER LICENSE NO. 41844 STATE OF FLORIDA PROFESSIONAL ENGINEER
1-26-24

PROPOSED DOCK MODIFICATION AND MOORING PILES

BRETT REIZEN
9424 West Broadview Drive
Bay Harbor Islands, Florida

John H. Buscher, P.E.
Consulting Engineer
FL PE #41844
4404 SW 139TH COURT
MIAMI, FL 33175
305-554-9170

A-4

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 12.

ITEM: Approval or **Denial** of a variance request for the property located at 9424 West Broadview Drive. In accordance with Section 2-22 of the Town Code, the Town Council shall determine whether to grant or deny the application for a variance. An affirmative vote of five (5) Council Members are necessary in order to grant the variance request. The decision of the Town Council is final. If the request is granted, the decision of the Town Council shall be recorded in a resolution to be prepared by the Town Attorney. It should be noted that any approval of the Town Council is subject to other requirements of the Town Code, Miami-Dade County Code, Florida Building Code, FEMA or any other applicable governing agency. Enclosed are supporting documents.

DESCRIPTION:
The Town Council will consider approving or denying the application by Brett Reizen for the dock variances at 9424 West Broadview Drive.

RECOMMENDED ACTION:
Council's Discretion

FINANCIAL ANALYSIS:
There is no fiscal impact to the Town.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS
None

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 13.

ITEM: Consideration and **Approval** of an ordinance on Second Reading pertaining to nuisances of construction activities, amending Section 12-26 of the Town Code regarding the arrival and departure of construction workers, vehicles, equipment, and materials on job sites. Enclosed is a copy of the proposed ordinance. Sponsored by Council Member Robert Yaffe and Council Member Stephanie Bruder.

DESCRIPTION:
Sec. 12-26. - Permissible hours for construction activity and landscaping.

1. The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule:

(a) Construction activity. Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays or Sundays, or legal holidays as defined hereinafter in subsection (2) below, except for watering in connection with dust mitigation. The arrival and departure of workers are limited to 30 minutes before and after the above stated construction activity hours. All such pre-work / post-work activities shall be restricted to areas within 100 feet of the actual construction site. The Town may designate suitable locations for workers to congregate for those early and/or late arrival or departure times, subject to rules and regulations to be promulgated by the Town. Workers shall remain in their vehicles when possible and not disturb neighboring properties or the Town in general. The Town may create and enforce rules and regulations to limit visible or outdoor worker activities, including but not limited to sanitation, the changing of clothes, cooking and eating, excessive noise, and the like. Unless a valid parking permit has been issued, all worker vehicles shall leave the designated temporary parking locations before 9:00 a.m. Noise / music emission must be in accordance with Section 12-20 through Section 12-23. Failure to comply with the above regulations may result in penalties as set forth in subsection 12-27.

(b) Interior repair and maintenance activity. Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.

(c) Landscaping activity. Landscaping activity is permitted from 9:00a.m. until 6:00 p.m. Monday to Friday. On Saturdays, landscaping activity is permitted between the hours of 10:00 a.m. and 5:00 p.m., but only by owners and tenants. There shall be no use of leaf blowers on Saturdays. No commercial landscapers are permitted to perform work in the town on Saturdays.

(d) Town projects. Town projects are permitted from 8:00 a.m. until 6:00 p.m. Monday to Friday. Weekends and night-time hours shall be allowed at the discretion of the town

manager, in the public's best interest to finish roadway and right of way projects expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the town.

2. Except for watering as provided for in subsection (1)(a) above, no construction, repair, maintenance, or landscaping activity is permitted on Sundays or legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day observed by the town as a legal holiday.

3. Notwithstanding the 9:00 a.m. start time provided for in sections 1(a) and 1(b) above, projects that have submitted applications for new construction and foundation permits as of June 8, 2015 shall be permitted to perform construction activities from 8:00 a.m. until 6:00 p.m. Monday through Friday so long as all new construction and foundation permit(s) remain in full force and effect, except for construction activity located within 375 feet of Ruth K. Broad K-8 that shall commence no earlier than 9:00 a.m. Monday through Friday.

Sec. 12-27. - Penalties.

The following fines and penalties shall be imposed on violators of this article:

(a) For the first violation, the violator shall receive a notice of violation imposing a fine of $1,000.00.

Second violation: $2,000.00 plus eight-hour Stop Work Order.

Third violation: $3,000.00 plus eighttwenty-four hour Stop Work Order.

Each subsequent violation: $5,000.00 plus forty-eight hour Stop WorkOrder.

(b) However, notwithstanding the foregoing, for violation of section 12-26.1(b) and (c), the violator shall receive, for the first violation, a notice of violation imposing a fine of $250.00, and for any subsequent violations, a notice of violation imposing a fine of $500.00.

(c) *Enforcement.* Failure to abide by the provisions of Section 12-26 shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant, worker, or user of a construction site who fails to comply with the Code or adopted rules and regulations, or fails to correct a violation of this section, after being given notice by the town, may be assessed a fine. In addition, the Building Official may prohibit the temporary parking of workers, suspend construction activities, or other actions for subsequent or repeat violations, including Stop Work Orders.

RECOMMENDED ACTION:
Council's Discretion

FINANCIAL ANALYSIS:
There is no fiscal impact related to this ordinance.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	BHI TC Staff Report Const Site Activities March 27 2024 (004)
2.	BHI Const Activities Draft Ord April 1 -Final

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

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

From: Michael J. Miller, AICP
Consultant Town Planner

Date: March 27th, 2024

Subject: Town of Bay Harbor Islands
Possible Building and Construction Code Amendments
Construction Site Work Hour Limitations / Penalties
MMPA Acct. No. 01-0702-0500

RECOMMENDATION:

MMPA recommends the Town Council review this staff report and the attached draft Ordinance that would modify the Town's Building & Construction Code as related to Construction Site Work Hours. If found acceptable as is, or with desired modifications, the Town Council should review the draft Code amendments and consider adopting the suggested revisions.

ISSUE:

Since 1961 the Town Code has included some form of a Building and Construction Chapter. Over the years various new provisions have been added and outdated provisions either deleted or modified. The current Code includes provisions for construction site operations such as debris control, erosion and runoff control, temporary facilities such as bathrooms, perimeter safety fencing, security, vegetation maintenance, parking & staging requirements, etc. A separate section for demolition of structures is also included. In 2023 a new section was added for Construction Site Monitoring. The Code has specific work hours (9:00 AM – 6:00 PM MF). It has been noted that often workers arrive earlier than 9:00 AM and stage / prepare / wait at the construction sites until the allowed work timeframe occurs. In some instances, these workers park vehicles / dress / sleep / eat / congregate in the vicinity of the construction site that negatively affects neighboring sites. At the February 2024 TC meeting this issue was discussed and a request was made to research various options. A Task Force was assembled including Police / Bldg. Dept. / Admin. / Code /etc. and a series of actions were suggested.

Some of the strategies included more frequent / stronger field enforcement of construction site workers and activities. Some legal issues were apparently discussed affecting the assembly of persons. Increased fines and longer suspensions were suggested. Although not involved in the Task Force discussions MMPA was requested to assist in the drafting of a Code amendment for Penalties. MMPA briefly researched some other municipal Codes that could assist the Town with the early worker gatherings – none could be found. Possibly a timeframe could be added to the Code to restrict the arrival / departure of workers / vehicles / materials (ex. - 30 minutes before & after listed work hours).

As requested by the Town, MMPA prepared the attached draft Ordinance for consideration.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO NUISANCES OF CONSTRUCTION ACTIVITIES; AMENDING ARTICLE II OF CHAPTER 12 ENTITLED NOISE; AMENDING SECTION 12-26 ENTITLED PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; AMENDING SECTION 12-27 ENTITLED PENALTIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Nuisance Code in 1951 regulating construction activities among other activities for the community; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

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

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

Section 2: That the Town of Bay Harbor Islands Code of Ordinances is hereby amended to modify Chapter 12 entitled "Nuisances" by amending Article II entitled "Noise", as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this 10th day of April 2024.

PASSED on Second Reading this __ day of May 2024.

_____
MAYOR

ATTEST:

_____
YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 12 – NUISANCES

ARTICLE II. – NOISE

Sec. 12-26. - Permissible hours for construction activity and landscaping.

(1) The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule:

(a) *Construction activity.* Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays or Sundays, or legal holidays as defined hereinafter in subsection (2) below, except for watering in connection with dust mitigation. The arrival and departure of workers are limited to 30 minutes before and after the above stated construction activity hours. All such pre-work / post-work activities shall be restricted to areas within 100 feet of the actual construction site. The Town may designate suitable locations for workers to congregate for those early and/or late arrival or departure times, subject to rules and regulations to be promulgated by the Town. Workers shall remain in their vehicles when possible and not disturb neighboring properties or the Town in general. The Town may create and enforce rules and regulations to limit visible or outdoor worker activities, including but not limited to sanitation, the changing of clothes, cooking and eating, excessive noise, and the like. Unless a valid parking permit has been issued, all worker vehicles shall leave the designated temporary parking locations before 9:00 a.m. Noise / music emission must be in accordance with Section 12-20 through Section 12-23. Failure to comply with the above regulations may result in penalties as set forth in subsection 12-27.

(b) *Interior repair and maintenance activity.* Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.

(c) *Landscaping activity.* Landscaping activity is permitted from 9:00 a.m. until 6:00 p.m. Monday to Friday. On Saturdays, landscaping activity is permitted between the hours of 10:00 a.m. and 5:00 p.m., but only by owners and tenants. There shall be no use of leaf blowers on Saturdays. No commercial landscapers are permitted to perform work in the town on Saturdays.

(d) *Town projects.* Town projects are permitted from 8:00 a.m. until 6:00 p.m. Monday to Friday. Weekends and night-time hours shall be allowed at the discretion of the town manager, in the public's best interest to finish roadway and right of way projects expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the town.

(2) Except for watering as provided for in subsection (1)(a) above, no construction, repair, maintenance, or landscaping activity is permitted on Sundays or legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day observed by the town as a legal holiday.

(3) Notwithstanding the 9:00 a.m. start time provided for in sections 1(a) and 1(b) above, projects that have submitted applications for new construction and foundation permits as of June 8, 2015 shall be permitted to perform construction activities from 8:00 a.m. until 6:00 p.m. Monday through Friday so long as all new construction and foundation permit(s) remain in full force and effect, except for construction activity located within 375 feet of Ruth K. Broad K-8 that shall commence no earlier than 9:00 a.m. Monday through Friday.

Sec. 12-27. - Penalties.

The following fines and penalties shall be imposed on violators of this article:

(a) For the first violation, the violator shall receive a notice of violation imposing a fine of $1,000.00.

Second violation: $2,000.00 plus eight-hour Stop Work Order.

Third violation: $3,000.00 plus ~~eight~~ twenty-four hour Stop Work Order.

Each subsequent violation: $5,000.00 plus forty-eight hour Stop Work Order.

(b) However, notwithstanding the foregoing, for violation of section 12-26.1(b) and (c), the violator shall receive, for the first violation, a notice of violation imposing a fine of $250.00, and for any subsequent violations, a notice of violation imposing a fine of $500.00.

(c) *Enforcement.* Failure to abide by the provisions of Section 12-26 shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant, worker, or user of a construction site who fails to comply with the Code or adopted rules and regulations, or fails to correct a violation of this section, after being given notice by the town, may be assessed a fine. In addition, the Building Official may prohibit the temporary parking of workers, suspend construction activities, or other actions for subsequent or repeat violations, including Stop Work Orders.

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 14.

ITEM: Consideration and **Approval** of an ordinance on Second Reading amending Section 5-5(f) and (k) of the Town Code regarding temporary construction fences. Sponsored by Council Member Stephanie Bruder. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:
The ordinance is being amended as indicated below:

(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~~ an eight foot high 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. The exterior face of such temporary construction fencing shall have a fabric mesh attached thereto with a Town-adopted decorative graphic. The Town will pre-select the allowable decorative fabric mesh design(s). This requirement applies to all exterior faces of a such fences (street(s) / rear / sides). The town manager or their designee shall administer and enforce these provisions. A fence permit is required ~~to be issued~~ for the temporary construction fence~~,~~ The ~~and the~~ fence installed~~,~~ must be inspected, and the fence permit must be closed-out by the building department prior to the issuance of a building permit for the development.

portion of the property abutting the street.
(k) *Temporary Construction Fences*. See Chapter 5-5(f) for applicable installation, permitting, design and location requirements.

RECOMMENDED ACTION:
Council's Discretion

FINANCIAL ANALYSIS:
There is no fiscal impact for amending the code.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	BHI TC Staff Report Temp Const Fence Hgt Screen March 27 2024 (003)
2.	BHI Draft Fence Ord March 27 2024 (003)

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

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

From: Michael J. Miller, AICP
Consultant Town Planner

Date: March 27th, 2024

Subject: Proposed Amendments to Building and Construction Code
Temporary Construction Fences
Fence Height / Requirements for Screen Mesh Graphics
MMPA Acct. No. 01-0702-0800

ISSUE / ANALYSIS

Since 2000 the Town has had some types of Code regulations governing Construction Site Operations in Sec. 5-5. These include debris control, erosion and runoff, temporary bathroom facilities, vegetation maintenance and temporary site fencing for safety / screening. As related to temporary construction fences the Code requires a chain-link fence around the construction site, it must be 6 feet in height and have an attached screening material to "visually screen and minimize impacts to neighboring properties which may be affected by construction site dust and debris". The Code does not specify what the "screening material" is to be comprised of – but the Town's Building Department staff adopted a standard design of fabric that is colored black, green, blue or other similar dark color. This has generally served adequately over the years to effectively screen the construction site activities; however, as new construction must meet more stringent Flood Elevations (lifted structures) a 6-foot temporary fence around each construction site is less effective to screen activities. Currently no pictures, graphics, murals or other sales information is now allowed on the fence screening. The Town's Sign Code allows limited construction and sales signage, which is either freestanding or attached to the fence. Also, the Sign Code allows required governmental safety signage (OSHA / Other) at the site for construction workers. The Town Council discussed this issue in early 2022 but decided to not move forward (screen graphics / murals).

A request has recently been made by CM Bruder to re-visit this issue. MMPA was instructed to research the matter and prepare some possible text modifications if the Town Council agreed to proceed. MMPA researched a number of nearby municipal Codes and found that only a few allow this – as they seem to want to minimize the construction site appearances. Most real estate sales information is now online or via some other electronic format. As opposed the Town's 2022 review of this matter the sponsor's concept would be for the Town to create a few "Town" screen designs (ex. - Base Color(s) with trees / waves / bay / BHI logo / etc.) that property owners must use to attached to temporary construction fences (CL fences).

Our research found that of the nearby coastal communities near the Town only Miami Beach appears to allow some limited form a fence graphics / murals. In a few other larger communities this seems to be allowed as well (Miami / Fort Lauderdale / Hollywood). Importantly, it appears Miami Beach allows these only at multifamily and commercial sites - not at single-family sites. There appears to be no established format for the graphics / murals in their Codes – and no municipal information is required – only project specific information. Discretion is given to the staff (Bldg. Dept. / Planning & Zoning) to regulate and approve permits for any such graphics / murals.

Based on the CM request and our research, MMPA has prepared some suggested text modifications for discussion. A construction project is typically a 1-2 year temporary event, and due to the built-out condition of the Town, redevelopment activities – as disruptive as they can be - should be minimized. MMPA / Bldg. Dept. staff agrees the fence height increase would better screen most construction activities. Typically, most local governments require at least a 6' fence with screening. It appears obtaining an 8' fence would be easily achievable from fence vendors that provide these types of construction products. As to the screening mesh designs, the Town would need to have someone create various design options and the Town would need to select those to be used, and the manufacturing of the screening product would take time. If the TC chooses this option, existing installations should be grandfathered (hgt. / black or green screen mesh) and a sufficient timeframe allowed (effective dates) to begin the new decorative screening mandate due to the expected long design / manufacture timeframe.

See the attached draft Code amendment for discussion.

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 5

BUILDINGS AND CONSTRUCTION

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~~ an eight foot tall 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. The exterior face of such temporary construction fencing shall have a fabric mesh attached thereto with a Town-adopted decorative graphic. The Town will pre-select the allowable decorative fabric mesh design(s). This requirement applies to all exterior faces of a such fences (street(s) / rear / sides). The town manager or their designee shall administer and enforce these provisions. A fence permit is required ~~to be issued~~ for the temporary construction fence. ~~, and the~~ The fence installed must be inspected and approved, and the fence permit must be closed-out by the building department prior to the issuance of a building permit for the development.

(1) A temporary construction fence will be required for all new construction and substantial renovations.

(2) Work being done within the unit is exempt from this requirement. However, if a temporary bathroom facility and/or a dumpster is to be located on-site, the temporary construction fence must be installed.

(3) Work on pools, pool installations or substantial renovations will require a temporary construction fence at all times to avoid health and safety hazards. Also pools undergoing renovations and new pools being installed must be emptied of accumulated water at all times.

CHAPTER 23

ZONING AND PLANNING

Sec. 23-12. General Provisions.

(22) Walls and Fences. The following provisions apply to the design, installation, location and maintenance of walls and fences:

(a) *Approval of town*. No wall or fence of any kind shall be erected or maintained at any lot except as above set forth until the height, type, design, and location thereof shall have been approved by the Planning and Zoning Board, unless otherwise delegated to the town manager as is set forth more specifically in this section.

(b) *Maximum height of walls or fences; Placement Restrictions*. No wall or fence may be erected or maintained in any setback areas on any lot in the town higher than six (6) feet above the average finished grade of adjoining lots, except privacy walls or fences abutting Kane Concourse may be seven (7) feet; all heights measured from the ground at the base of the wall or fence to the highest point of the wall or fence and shall in all cases be uniform and follow the contour of the land. Minor variations in the height of portions of walls, not to exceed four (4) inches in any ten (10) foot section of a wall, may be permitted due to changing slopes of lots. The town may approve decorative columns with a height not exceeding one (1) foot higher than the wall or fence. If a fence or wall is proposed in a front or side street setback area adjacent to a street right-of-way, the fence or wall shall not be placed in the public right-of-way nor closer than two (2) feet to the property line. Within the two (2) foot area, landscape materials of a design and quantity, as deemed necessary by the town, shall be required.

(c) *Child-safe latch on swimming pool gates*. Any fence or wall installed at a property with a swimming pool must have a self-closing gate with a child-safe latch located at a minimum of four (4) feet above grade.

(d) *Chain link fence or wire fence prohibited in front yard setback*. No chain link or wire fence shall be installed or maintained which protrudes or extends beyond the imaginary extension of a line from the front wall of any building or structure to the side

yard property line of said building or structure ("front yard setback").

(e) *Vinyl-clad material required*. If chain link fencing is proposed for installation where permitted, only green or black vinyl-clad material shall be allowed.

(f) *Hedge material required for fencing and walls*. All fencing or walls must have hedge material installed simultaneously with the installation of the fence or wall. Said hedge must be planted along the entire length of the fence or wall, except at gate locations or as otherwise approved by the town, and shall have a height at the time of planting of at least fifty (50) percent of the height of the fence or wall and must be installed a maximum of two (2) feet apart, measured from the center of the plants. Planting materials associated with fences or walls must be of a type that will grow to a height equal to or greater than the height of the fence or wall and shall be of a depth so as to engulf and hide the fence or wall. The location of any required hedge material shall be determined on a case-by-case basis. Hedges shall be kept and maintained in a neat and attractive manner. If the hedge deteriorates, new planting material to match the existing hedge shall be added.

(g) *Hedge planting material required with certain fences or walls*. If a wall or fence is installed in the front (street) yard setback (or for corner lots the side yard facing a street) without fencing or wall material along the sides of the property, then the sides shall be planted with hedge material in accordance with the requirements stated in subsection (f) above.

(h) *Permit required for walls or fences*. The installation or maintenance of any walls or fence shall require the application and receipt of a permit authorizing said installation. Each applicant for a permit authorizing said installation shall be required to submit to the town for its approval, prior to the commencement of such installation the following:

(1) A landscaping plan, indicating type, sizes and quantities of proposed landscaping materials to be used between the wall or fence and the street or adjoining properties.

(2) A color sample of the proposed stucco, plaster or other materials, or paint sample, representative of the proposed finish surface of the wall or fence.

(3) In the case of walls, architectural drawings indicating some type of architectural features such as banding, quoins, etc., on stuccoed walls. Said drawings shall clearly indicate the proposed shape and design of said wall. See below for minimum design standards.

(4) In the case of wood fences, a scale drawing, photograph or brochure of the proposed style, as well as a color sample of the paint or stain, shall be submitted to the town for approval.

(5) If any wall or fence is to be constructed on a common property line, written permission from any adjoining lot owner shall be required to be submitted to the town with the permit application to construct, finish and/or maintain the exterior of the wall facing the adjoining owner's lot. Any damage done to an adjoining owner's property shall be repaired and/or replaced by the applicant.

(i) *Minimum design standards for walls or fences*. The design of any wall or fence shall comply, at a minimum, with the following design standards:

(1) If walls are to be stuccoed, they must be finished and architectural features shall be required on both sides of a wall (facing interior of lot as well as any adjoining lot, street or waterway). Plain walls with large unbroken surfaces shall be prohibited. The architectural design of the wall / fence shall be compatible with the main building architecture.

(2) The use of brick, stone, coral, glass block, metal or other decorative material is encouraged.

(3) The finished side of a wood fence shall face the street or any adjoining property with any exposed structural columns facing the interior of the lot.

(4) If any wall or fence is to be constructed on a common property line, all improvements including support structures (footers, etc.) shall be placed on the applicant's property and may not encroach onto any adjoining owner's property, without the adjoining property owners written consent.

(5) For those portions of walls / fences within the front setback area (adjoining any street), the following additional design standards are established to avoid the appearance of large expanses of solid wall / fence surfaces:

a) A maximum of three (3) feet of solid opaque wall / fence surface above grade shall be permitted, except as provided hereinafter.

b) The balance of allowable wall / fence height up to the maximum heights may be constructed of non-opaque material such as wrought iron, aluminum, decorative open weave concrete or clay products, glass block and similar materials.

c) Not more than seventy fifty (75) percent of any such overall wall / fence surface shall be opaque. Notwithstanding the above, portions of solid walls / fence surfaces not exceeding eight (8) feet in width may be permitted for screening of parking areas, provided the design of the exterior surface of the wall / fence facing a street is approved by the Town.

d) The Planning and Zoning Board may grant exceptions to the above criteria for specific sites based on creative and compatible design solutions and location issues.

(6) For walls / fences / hedges constructed on waterfront lots within the minimum rear setback area to the seawall, including any such wall / fence parallel to the seawall, or on a dock adjoining the seawall, at least seventy-five (75) percent of that portion of the wall / fence and any hedge materials placed similarly, shall provide for see-through visibility to the adjoining water.

The town shall determine whether the installation and maintenance of a wall or fence (is) appropriate and harmonious to the other buildings, structures, walls, fences and overall design of the town. Prior to obtaining a permit, the applicant shall be required to submit a property survey to verify the proposed location of said fence or wall to the town. All fences and walls which require landscaping shall require prior approval of the town. If the application is approved by the town, a permit shall be issued for the installation and maintenance of the wall or fence.

(j) *Application to waterfront properties.* With respect to waterfront properties, the provisions of this section shall apply to the rear yard setback, which is that portion of the property abutting the street.

(k) *Temporary Construction Fences*. See Chapter 5-5(f) for applicable installation, permitting, design and location requirements.

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 15.

ITEM: Consideration and **Approval** of an ordinance on First Reading amending Section 23-33 of the Town Code relating to loading zone regulations. Sponsored by Council Member Stephanie Bruder. Enclosed is the proposed ordinance.

DESCRIPTION:
Section 23-33 of the Town Code is being amended to provide off-street loading zone regulations, as indicated by the new language below:

The Town shall designate specific areas within its jurisdiction as off-street loading zones, considering factors such as commercial activity, traffic flow, and pedestrian patterns. Any building or structure currently in existence or constructed thereafter, which undergoes a structural alteration resulting in an increase in floor area and/or assessed property value of twenty-five (25) percent or more, must include a designated loading zone. For new construction utilizing enclosed structures for vehicle storage/parking, all required loading spaces shall be located internally.

1. Definitions
    a. Off-Street Loading Zone: A designated area within a property intended for the standing, loading, or unloading of trucks, situated off the public right-of-way.
2. Loading Zone Requirements
    a. Off-street loading spaces required for businesses, commercial establishments, offices, mixed-used, hotels, or motels shall be provided in addition to required parking spaces.
    b. Off-street loading zones shall have a minimum width of 12 feet, a minimum depth of 30 feet, and a vertical clearance of at least fourteen and a half (14 ½) feet to accommodate standard commercial vehicles.
    c. Loading zones must be designated with markings and signage to clearly identify their location.
    d. Off-street loading zones are required to have a wearing surface consisting of at least one (1) inch of asphalt concrete, situated atop a compacted lime rock base measuring six (6) inches. This setup is designed to facilitate drainage, thereby minimizing the accumulation of standing water and potential damage to abutting properties and/or public rights-of-way (streets and alley).
    e. Loading zones shall be logically and conveniently arranged within properties, ensuring minimal interference with pedestrian and vehicular traffic. The town engineer or designee reserves the right to modify on-site circulation if deemed necessary, causing the least interference with adjacent property and traffic movement.
3. Prohibited Areas
    a. Truck loading or unloading is strictly prohibited from parking or blocking Kane Concourse (96th Street) at any time. Additionally, truck loading or unloading is strictly prohibited in the alleys depicted on the recorded plat for Bay Harbor Islands between Blocks 11, 12, 20, and 21 at any time.
    b. It shall be unlawful for a truck to load or unload within the town between the

hours of 10:00 p.m. and 7:00 a.m. within the B-1 (Business district). The town manager or designee reserves the right to modify the timeframe if deemed necessary.

c. The loading zones shall not be placed in a sight triangle.

RECOMMENDED ACTION:
Council's Discretion

FINANCIAL ANALYSIS:
There is no financial impact.

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

1.	Draft Ordinance Off-Street Loading Zone
2.	Loading zone study

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO OFF-STREET LOADING; AMENDING CHAPTER 23, ARTICLE II, SECTION 23-33 RETITLING FROM RESERVED TO OFF-STREET LOADING ZONE PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Zoning and Planning Code in 1957 to regulating and restricting the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and the location thereof, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces and to regulate and limit the percentage of lot; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions pertaining to off-street loading; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

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

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

Section 2: That the Town of Bay Harbor Islands Charter 23 Zoning and Planning Code is hereby amended to modify Article II, by retitling "Reserved" Section 23-33 to "Off-Street Loading Zones" to modify the provision related to loading zoning on private property fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this 8th day of May 2024.

PASSED on Second Reading this __ day of June 2024.

_____

MAYOR

ATTEST:

_____
YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 23 – ZONING AND PLANNING

ARTICLE I. – ZONING REGULATIONS

Sec. 23-11. - Land development regulations.

In all area districts hereinabove set forth and designated, there shall be front, rear and side yard setbacks provided for of not less than the dimensions specified, and other land development standards, as follows, to wit:

(C) B-1 Business district.

Building setbacks:

(3) Alleys depicted on the recorded plat for Bay Harbor Islands between Blocks 11, 12, 20 and 21 No building or structure or part thereof, other than permissible accessory and/or decorative structures specified in section 23-12 shall encroach into the public right-of-way. **Notwithstanding and above, setbacks shall be provided to provide for required loading areas and service deliveries so that the alley is not blocked from vehicular traffic movements.**

Sec. 23-32. - Standing space on lots where parking spaces are provided away from the lot.

With respect to the provision for off-street parking as applied to any property on Blocks 11, 12, 20, or 21, and Lots 1 and 2 of Block 1 of Bay Harbor Islands as hereinabove described, **there shall be provided on the same lot containing a structure, adequate space for standing, loading and unloading, in order to avoid interference with public use of the town's streets and alleys.**

Sec. 23-33. – ~~Reserved~~ Off-Street Loading Zone

The Town shall designate specific areas within its jurisdiction as off-street loading zones, considering factors such as commercial activity, traffic flow, and pedestrian patterns. Any building or structure currently in existence or constructed thereafter, which undergoes a structural alteration resulting in an increase in floor area and/or assessed property value of twenty-five (25) percent or more, must include a designated loading zone. For new construction utilizing enclosed structures for vehicle storage/parking, all required loading spaces shall be located internally.

1. Definitions

a. Off-Street Loading Zone: A designated area within a property intended for the standing, loading, or unloading of trucks, situated off the public right-of-way.

2. Loading Zone Requirements
    a. Off-street loading spaces required for businesses, commercial establishments, offices, mixed-used, hotels, or motels shall be provided in addition to required parking spaces.
    b. Off-street loading zones shall have a minimum width of 12 feet, a minimum depth of 30 feet, and a vertical clearance of at least fourteen and a half (14 ½) feet to accommodate standard commercial vehicles.
    c. Loading zones must be designated with markings and signage to clearly identify their location.
    d. Off-street loading zones are required to have a wearing surface consisting of at least one (1) inch of asphalt concrete, situated atop a compacted lime rock base measuring six (6) inches. This setup is designed to facilitate drainage, thereby minimizing the accumulation of standing water and potential damage to abutting properties and/or public rights-of-way (streets and alley).
    e. Loading zones shall be logically and conveniently arranged within properties, ensuring minimal interference with pedestrian and vehicular traffic. The town engineer or designee reserves the right to modify on-site circulation if deemed necessary, causing the least interference with adjacent property and traffic movement.
3. Prohibited Areas
    a. Truck loading or unloading is strictly prohibited from parking or blocking Kane Concourse (96th Street) at any time. Additionally, truck loading or unloading is strictly prohibited in the alleys depicted on the recorded plat for Bay Harbor Islands between Blocks 11, 12, 20, and 21 at any time.
    b. It shall be unlawful for a truck to load or unload within the town between the hours of 10:00 p.m. and 7:00 a.m. within the B-1 (Business district). The town manager or designee reserves the right to modify the timeframe if deemed necessary.
    c. The loading zones shall not be placed in a sight triangle.

City	Section	Location	Size	Screening	Number	Design
Bal Harbour	**ARTICLE VI. - OFF-STREET LOADING FACILITIES**	-All loading berths shall be located on the same zoning Lot as the use served. - No permitted or required loading berth shall be located within 30 feet of the nearest point of intersection of any two Streets. - No loading berth shall be located in a required front Setback area. Any loading berth located in a required side Setback area may be open to the sky, provided it is effectively screened from the abutting Lot. - Each off-street loading berth shall be designed with appropriate means of vehicular access in a manner which will least interfere with traffic movement, and shall be subject to approval by the Building Department.	-An off-street loading berth shall be at least 12 feet in width by at least 30 feet in length, exclusive of aisle and maneuvering space, and shall have a vertical clearance of at least 15 feet.	-Completely screened from the right-of-way and adjacent properties by building walls, a uniformly painted solid fence, wall, or structural gates or door, or any combination thereof, or landscaping not less than eight feet in height. - All existing loading berths shall be screened from the public right-of-way and adjacent properties as follows: - Such screening may include structural gates or doors; nonstructural screens, fencing, walls, gates or doors; or landscaping a minimum of eight feet in height. - The owner, manager or operator of each hotel or condominium or apartment building currently failing to provide the appropriate screening, shall, within 90 days of the effective date of this section, submit an application and appropriate plans to the Architectural Review Board providing for compliance with this section. - Installation/construction and/or implementation of the approved plans, complying with this Section, must be complete no later than 90 days after the approval of such plans by the Architectural Review Board.	-Hotels. For Buildings containing 10,000 to 200,000 square feet of gross floor area, one off-street loading berth shall be provided, plus one additional loading berth for each additional 200,000 square feet of gross floor area or fraction thereof. -Multiple-Family Dwellings. For Buildings containing 20,000 to 200,000 square feet of gross floor area, one off-street loading berth shall be provided, plus one additional loading berth for each additional 200,000 square feet of gross floor area or fraction thereof.	- All open off-street loading berths shall be surfaced with a dustless all-weather material capable of bearing a live load of 200 pounds per square foot. - Space allocated to any off-street loading use shall not, while so allocated, be used to satisfy the space requirements for any off-street parking facilities or portions thereof.

Sunny Isles Beach	ARTICLE VIII - Off-Street Parking, Loading and Driveway Standards	-Adequate space for loading and unloading of materials, goods or things, and for delivery and shipping, shall be provided and maintained on the same plot as the building, which it serves. -Each off-street loading space shall be directly accessible from a street or alley without crossing or entering any other required loading space, and shall be arranged for convenient and safe ingress and egress by motor truck and/or trailer combination. Such loading space shall also be accessible from the interior of any building it is intended to serve. -Such loading spaces shall not be located in the front yard.	- An off-street loading space shall be an area at the grade level at least 10 feet wide by 25 feet long with fourteen-foot vertical clearance.		For each retail store, storage warehouse, wholesale establishment, market, restaurant, funeral home, laundry, dry cleaning establishment, commercial building, office building, or similar building or use which has an aggregate gross floor area of: [1] Five thousand square feet to 25,000 square feet: one space. [2] Twenty-five thousand one square feet to 60,000 square feet: two spaces. [3] Sixty thousand one square feet to 120,000 square feet: three spaces. [4] One hundred twenty thousand one square feet to 200,000 square feet: four spaces. [5] Two hundred thousand one square feet to 290,000 square feet: five spaces. [6] Plus for each additional 90,000 square feet over 290,000 square feet: one space. (b) Convenience store: one space. (c) For each multiple dwelling residential or apartment hotel building: -0 to 100 units:1 space -Over 100 units: 2 spaces	-Plans for buildings or uses requiring off-street loading facilities under the provisions of this section shall clearly indicate the location, dimensions, clearances and access of all such required off-street loading facilities. -No area or facilities supplied to meet the required off-street parking requirements for a use shall be utilized for, or be deemed to meet, the requirements of this section for off-street loading facilities.

<table>
<tr>
<td>Surfside</td>
<td>DIVISION 2. - OFF-STREET LOADING</td>
<td>- logical and convenient arrangement of pedestrian walkways, bikeways. roadways, driveways, driving aisles and off street parking and loading spaces on-site. The town manager or his designee reserves the right to modify on-site circulation if deemed necessary based on individual circumstances and so as to cause the least practical interference with the use of adjacent property and with the movement of pedestrian or vehicular traffic.

-a loading space is a space within the main building or on the same lot, providing for the standing, loading or unloading of trucks</td>
<td>-loading or unloading of trucks, having a minimum width of 12 feet, a minimum depth of 30 feet, and a vertical clearance of at least 14½ feet.</td>
<td></td>
<td>
<table>
<tr><th>Use</th><th>Sq. ft.</th><th>#</th></tr>
<tr><td>Business, Commercial</td><td>10,000—60,000</td><td>1</td></tr>
<tr><td>Office Building</td><td>Greater than 60,000</td><td>2</td></tr>
<tr><td>Multifamily Dwelling Building</td><td>20,000—100,000</td><td>1</td></tr>
<tr><td>Hotel or Motel</td><td>Greater than 100,000</td><td>2</td></tr>
</table>
</td>
<td>-Off street loading facilities shall be drained to eliminate standing water and prevent damage to abutting property and/or public streets and alleys and surfaced with at least one inch of asphalt concrete as a wearing surface on a six inch compacted lime rock base.

-The parking required herein is in addition to space required for the loading and unloading of trucks or other vehicles used in connection with a business, commercial, or industrial use.</td>
</tr>
<tr>
<td>Miami Beach</td>
<td>ARTICLE IV. - OFF-STREET LOADING</td>
<td>-a loading space is a space within the main building or on the same lot,

-For the new construction of multi-family, hotel, and commercial buildings utilizing enclosed structures for the storage and/or parking of vehicles, all required loading spaces shall be located internally.

-For a change of use in an existing building, required loading shall either be provided in accordance with the off-street loading schedule above, or a detailed plan delineating on-street loading, as approved by the parking department.

-For properties located within a locally designated historic district, or historic</td>
<td>-delivery vehicles expected to be used but not less than ten feet by 20 feet,</td>
<td></td>
<td>-retail store, department store, restaurant, wholesale house, warehouse, repair, general service, manufacturing or industrial establishment, or similar use
a. Over 2,000 but not over 10,000: One space.
b. Over 10,000 but not over 20,000: Two spaces.
c. Over 20,000 but not over 40,000: Three spaces.
d. Over 40,000 but not over 60,000: Four spaces.
e. For each additional 50,000 over 60,000: One space.

-office building, hospital or similar institutions, places of public assembly, or similar use</td>
<td>-Off-street loading facilities shall be drained to prevent damage to abutting property and/or public streets and alleys and surfaced with erosion-resistant material in accordance with applicable city specifications. Off-street loading areas shall be maintained in a clean, orderly and dust-free condition at the expense of the owner or lessee and shall not be used for the sale, repair, dismantling, or</td>
</tr>
</table>

		site, the historic preservation board may waive the requirements for off-street loading spaces for properties containing a contributing structure provided that a detailed plan delineating on-street loading is approved by the parking department.			a. Over 5,000 but not over 10,000: One space. b. Over 10,000 but not over 100,000: Two spaces. c. Over 100,000 but not over 200,000: Three spaces. d. For each additional 100,000 over 200,000: One space - any residential building or hotel building: a. Over 36 units but not more than 50 units: One space. b. Over 50 units but not more than 100 units: Two spaces. c. Over 100 units but not more than 200 units: Three spaces. d. For each additional 100 units or fraction thereof over 200 units: One space.	servicing of any vehicles, equipment, materials, or supplies. -The location and design of entrances and exits shall be in accordance with applicable traffic regulations and standards as designed for truck loading and unloading, such entrance or exit shall be designed to provide at least one off-street loading space. However, no such loading space shall be located in the required front yard setback. -Required off-street loading spaces are not to be included as off-street parking spaces in the computation of required off-street parking spaces.

Miami Beach (Special Zone)

Sec.142-754(12) Loading. Where loading is permitted, it shall be designed as follows, in addition to the requirements for driveways:

a) Loading shall at a minimum be setback behind the area required to be habitable for each street class designation.
b) Loading for nonresidential uses that are on lots over 45,000 square feet shall provide for loading spaces that do not require vehicles to reverse into or out of the site, unless waived by the design review board.
c) Driveways for parking and loading shall be combined, unless waived by the design review board.
d) Loading areas shall be closed when not in use.
e) Garbage rooms shall be noise-baffled, enclosed, and air-conditioned.

f) Trash containers shall be located in loading areas.
g) Trash containers shall utilized rubber tired wheels.
h) Delivery trucks shall not be allowed to idle in the loading areas
i) Loading for commercial and hotel uses and trash pick-ups with vehicles of more than two axles may only commence between the hours of 6:00 a.m. and 7:00 a.m., 9:00 a.m. and 3:00 p.m., and 6:00 p.m. and 9:00 p.m. on weekdays; and 9:00 a.m. and 9:00 p.m. on weekends, unless waived by the planning board with conditional use approval. Notwithstanding the foregoing, hybrid or electric vehicles may commence loading at 5:00 a.m. instead of 6:00 a.m. on weekdays.
j) Loading for commercial and hotel uses with vehicles of two axles or less may occur between the hours of 6:00 a.m. and 11:00 p.m. on weekdays and 9:00 a.m. and 11:00 p.m. on weekends. Notwithstanding the foregoing, hybrid or electric vehicles may commence loading at 5:00 a.m. instead of 6:00 a.m. on weekdays.
k) Required off-street loading may be provided on another site within the TC-C district or within 1,500 feet of the site, provided it is not located in a residential district.

Bay Harbor Islands

Sec. 2-17. - Application for variance.

(B) Administrative variances. A person or entity seeking an administrative variance, as specified herein, shall submit a written application to the town clerk on a form provided by the town clerk. A completed application and all supporting documents as hereinafter provided must be submitted to the town clerk in order to be considered by the town administration. As a condition precedent to applying for an administrative variance, neither the applicant nor the subject property shall have any existing code violations with the town or unpaid fines due and owning to the town. All existing code violation(s) shall be complied with and the citations shall be closed by the town and any unpaid fines shall be paid in full prior to the processing of an application for an administrative variance. The data and documents to be submitted to the town clerk with the application are as follows:

(f) The town manager shall create and maintain an administrative committee of at least three persons to review and act upon administrative variances, which shall be composed of town staff and/or professional consultants as deemed necessary and desirable. Variances may be granted by the town's administrative committee under the provisions of this section if:

(2) The application is for a variation of minimum yard setbacks, maximum structural dimensions, minimum landscaping requirements, minimum number of off-street parking spaces and loading spaces, or signage area. The maximum allowable variance that may be approved by the administrative committee shall not exceed ten percent of the applicable criteria listed above. If a greater amount of variance is required the request must be acted upon by the town council.

Sec. 19-24. - Parking of commercial vehicles.

(a)It shall be unlawful to park a commercial vehicle within the town between the hours of 6:00 p.m. and 8:00 a.m. unless:

(1) The same commercial vehicle is fully enclosed in a garage or other structure; or

(2) The commercial vehicle is being used for construction work in the town and is parked on the site of the construction work.

(b)A commercial vehicle may park at any time in off-street parking facility if it does not exceed six and one-half feet in width and 18 feet in overall length provided that not more than one commercial vehicle owned, leased or used by any single company, business or individual, may be parked in any off-street parking facility at any time.

Sec. 23-11. - Land development regulations.

(C) *B-1 Business district*.

Alleys depicted on the recorded plat for Bay Harbor Islands between Blocks 11, 12, 20 and 21 No building or structure or part thereof, other than permissible accessory and/or decorative structures specified in section 23-12 shall encroach into the public right-of-way. Notwithstanding and above, setbacks shall be provided to provide for required loading areas and service deliveries so that the alley is not blocked from vehicular traffic movements.

Sec. 23-32. - Standing space on lots where parking spaces provided away from the lot.

With respect to the provision for off-street parking as applied to any property on Blocks 11, 12, 20, or 21, and Lots 1 and 2 of Block 1 of Bay Harbor Islands as hereinabove described, there shall be provided on the same lot containing a structure, adequate space for standing, loading and unloading, in order to avoid interference with public use of the town's streets and alleys.

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 16.

ITEM: Consideration and **Approval** of an ordinance on First Reading amending Section 5-2.2 of the Town Code pertaining to responsibility for payment of cost related to pre-construction survey and/or seismic monitoring required on neighboring properties within 300 feet of a construction site, in accordance with subsection Section 5-2.2(1). Sponsored by Vice Mayor Isaac Salver. Enclosed is the proposed ordinance.

DESCRIPTION:

On September 13, 2023 the Town Council enacted Ordinance No. 1088 requiring pre-construction survey and seismic monitoring as set forth below.

This proposed ordinance provides clarification that the owner of the property undergoing construction shall be responsible for payment of all costs related to the pre-construction survey and/or seismic monitoring, or both. Moreover, if requested by a neighbor, the Owner shall pay or otherwise satisfy the service provider of the Pre-construction survey or seismic monitoring, or both, such that such service provider will execute a release of lien to the neighboring landlord prior to performing its work.

Sec. 5-5.2. – Construction Site Monitoring

The following shall be required for all multi-family residential, commercial, and other non-residential construction sites in the Town during all phases of construction, unless waived or not required by the town manager based on specific site conditions or terms of development. Single-family and two-family (duplex) residential developments are expressly exempt. These regulations are intended to address impacts from development and construction sites for the protection of neighboring properties.

(1) *Protection of neighbors.* Prior to demolition, support of excavation, investigation pits or dewatering operations, and new foundations and piling work, the owner or contractor shall notify each neighbor within 300 feet of the site in writing and describe the following owner and contractor requirements and offers for monitoring. The notice shall provide that any neighbor may accept and approve any or all of the following offered protections by providing written consent to the owner or contractor no more than seven business days from the date of the owner or contractor's notification. If the applicable neighbor does not respond within seven business days of notice or elects not to accept the provisions stated below, then the neighbor will be responsible for monitoring their own property:

a. *Pre-construction Survey.* Owner or contractor shall retain a licensed state registered structural engineer to perform a pre-construction survey of any consenting neighbor's building(s) within 300 feet of the site.

b. *Seismic monitoring.* Prior to demolition and continuing through any construction activity that involves driving piles, interlocked sheeting, grouting or any form of dynamic

compaction, the owner or contractor shall have a third-party specialty monitoring firm install vibration-sensing equipment, such as seismic monitors, on any consenting neighbor's property within 300 feet of the construction site.

The equipment shall be monitored electronically and forwarded to the consenting neighbor on a weekly basis. The seismic monitor(s) shall also be able to be monitored via the internet by the owner, contractor, consenting neighbor, or any property owner upon which a seismic monitor is placed. The monitoring equipment may not be removed prior to the topping of the last horizontal slab at the site.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:
There is no fiscal impact to the Town.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Ordinance - Amend Construction Site Monitoring(57489110.1) (003)

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-5.2 CONSTRUCTION SITE MONITORING PERTAINING TO PAYMENT FOR PRE-CONSTRUCTION SURVEY AND/OR SEISMIC MONITORING, BY ADDING A NEW SUBSECTION D AND RENUMBERING SUBSECTION D AS SUBSECTION E, AND REVISING SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Building and Construction Code for the community in 1961; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions, and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

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

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

Section 2: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Article I by revising Sections 5-5.2 entitled "Construction

Site Monitoring", as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this 8th day of May, 2024.

PASSED on Second Reading this ___ day of _____, 2023.

_____
JOSHUA D. FULLER
MAYOR

ATTEST:

_____
YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 5 – Buildings and Construction

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 substantial renovations will require a temporary construction fence at all times to avoid health and safety hazards. Also pools undergoing renovations and new pools being installed must be emptied of accumulated water at all times.

(g) *Construction staging plan.* The owner, occupant or user of any construction site for a commercial and multifamily project, shall be required to present a plan to the town manager or his/her designee for approval prior to the issuance of a building permit by the building official. The plan shall include, but shall not be limited to, the following elements:

(1) Parking provisions for construction workers.

(2) General traffic and detours including specific routes to and from the construction site.

(3) Delivery and location of cranes.

(4) Delivery and storage of materials.

(5) Use of state certified flaggers with state approval equipment and/or off-duty police officers. Off-duty police officers will be required for the following activities: a complete street closure for more than one hour, a concrete pour lasting more than six hours, when cranes are delivered and set-up and when they are being removed from the construction site, and any other activity as may be required by the town manager or his designee. Certified flaggers may be used for normal deliveries and short time single lane closures.

(6) Construction fencing with visual/dust barrier.

(7) Construction signs.

(8) Temporary construction trailer approval required by the town manager in subsection 23-4(7), provided:

a. The location of any trailer provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.

b. No more than one trailer is permitted per development site.

c. No trailer may exceed one-story/12 feet in height above grade.

d. No trailer may exceed 530 square feet in size.

e. The location of the trailer shall be approved by the town manager to minimize the impact on neighboring properties.

f. The trailer and all related temporary facilities shall be removed from the site prior to the issuance of a certificate of occupancy.

g. Construction trailers are permitted to be located on a neighboring staging area if proof is submitted that the property owner agrees to its proposed location.

(9) Temporary sales office approval is required at the discretion of the town council in subsection 23-4(7), provided:

a. The location of any office provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.

b. No office may exceed one-story / 12 feet in height above grade.

c. The office and all related temporary facilities must be removed prior to the issuance of a certificate of occupancy.

(10) Use of meter parking spaces.

(11) Use of right-of-way.

(12) Provisions for pedestrian safety and pedestrian paths.

(13) Location of construction dumpsters and temporary bathroom facilities.

(14) Any other issues which may uniquely relate to a particular construction site.

Staging plans shall be required for single family, multi-family and commercial projects.

The construction staging plan shall be presented to the town in the form of site plans, location maps, critical path diagrams, and explanatory commentary. The building and zoning department will coordinate the review of the construction staging plan with the public works department, town engineer, police department, building official, town planner, code compliance department and town manager's office. No permit shall be issued on a construction project which requires a construction staging plan, until such plan has been approved by all the appropriate departments.

(h) *Job site maintenance.* The owner, occupant or user of a Construction Site shall complete job site maintenance, on a daily basis, prior to the conclusion of each day's work. Daily job site maintenance shall include the following:

(1) Sweeping of public roadways which are directly affected by construction site dust, debris or activities;

(2) Pick up and disposal of litter at or generated by the construction site;

(3) Washing down of any street signs or public facilities which are impacted by dust or debris from the construction site activity;

(4) Stacking of construction materials in a manner which assures that the materials and the material packaging shall not fall or be transported into any canals, drainage facilities or other water bodies in the vicinity of adjacent to the site;

(5) Watering of exposed loose earth at the site so as to minimize off-site transport of particulate matter.

(6) Compliance with additional job site maintenance components which are described in an applicable construction staging plan for the construction site.

(i) *Job site security.* The owner, occupant or user of a construction site shall secure the construction site from unauthorized access between the hours of 6:00 p.m. and 9:00 a.m. of the next day by the use of a locked fence and/or security, assuming construction activities are occurring during the day. In the event that a hurricane watch is issued by the United States Weather Bureau, the owner, occupant or user of a construction site shall comply with the requirements of section 8-16 of the Miami Dade County Code, by taking all steps necessary to secure the construction site, including removal or securing of hazardous or loose objects.

(j) *Parking.* Motor vehicles which are used by construction workers and others involved in the construction of the project at the site for the purpose of commuting to and from the construction site, shall not be parked off of the construction site except in the area or location which shall be first approved in writing by the town manager or his/her designee. Parking areas within the construction site are to be properly screened from the public and shall not be detrimental to the surrounding neighborhood. The town approval shall be based on assuring that: public street or right-of-way are not blocked; that adequate parking remains for existing residences and businesses; and that any impact to public parking resources is mitigated.

(k) *Public right-of-way.* Any construction vehicles or equipment involved in construction at a construction site which block a public roadway or right-of-way shall require a town right-of-way use permit and approval, with appropriate conditions, as issued by the town manager or his/her designee, 72 hours in advance of any such activities which impact a public right-of-way.

(l) *Netting.* All structures exceeding 30 feet in height shall provide a dust/debris netting barrier erected in such a way to completely surround the structure. Structures being erected on waterfront lots and exceeding 20 feet in height shall provide a dust/debris netting barrier on the portion of the structure facing the water. The type of netting material shall be identified in the construction staging plan and is subject to town approval.

(m) *Enforcement.* Failure to abide by the provisions of this section shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant or user of a construction site who fails to correct a violation of this section, after being given notice by the town, shall have a fine imposed in the amount of $250.00 for 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.

Sec. 5-5.1. - Demolition of structures.

(a) No demolition may occur within the town without first obtaining a demolition permit from the town that has satisfied all requirements set forth herein. For all demolition within the town, the following items shall be completed and submitted to the building department prior to the issuance of a demolition permit (that is required prior to commencement of demolition activity):

(1) A site management plan that includes: a plan for the demolition of the structure(s); the location of utilities; location of temporary bathroom facilities; tree identification and disposition; site grading; pedestrian protection (if applicable - when sidewalks exist); adjoining property protection; dust control; runoff control, including but not limited to, a gravel bed at the entry to the site; fencing and screening; site security; and a demolition schedule.

(2) Proof of a notice of application for the demolition permit posted in a prominent location on the site for public inspection. Proof of written notice to the owners of adjoining buildings advising them that the demolition is to occur at least five (5) days prior to the start of demolition.

(3) Proof of rodent control at the site provided by a license professional company (photographic evidence of rodent traps or other method of controlling rodents might be required at the time of the application).

(4) Proof that the demolition site is enclosed on all sides with a temporary six-foot chain link fence with screening material. (A fence permit is also required to be issued, and the fence installed, inspected, and the fence permit must be closed-out by the building department prior to a demolition permit being issued.)

(5) Proof that single unit A/C systems have been evacuated to avoid Freon leaking into the atmosphere, (when applicable).

(6) Any additional documents that may be required by the building department including, but not limited to, a survey of the property, letter of disconnect from FPL, water and sewer capping, letter of disconnect from gas company (when applicable), approval of outside agencies (when applicable) such as the department of regulatory and economic resources (for asbestos, when applicable), department of health, department of environmental protection, etc.

(b) All demolition sites shall be dust controlled by hosing of debris with water.

(c) All demolition sites shall comply with the town's noise ordinance and hours of construction. No demolition activity is permitted on Saturdays, Sundays or legal holidays.

(d) All equipment used during demolition must be contained within the site, unless the town manager approves an alternative location within the town.

(e) The town manager may require other documentation or impose additional requirements for any other matters that may relate to a particular site.

Sec. 5-5.2. – Construction Site Monitoring

The following shall be required for all multi-family residential, commercial, and other non-residential construction sites in the Town during all phases of construction, unless waived or not required by the town manager based on specific site conditions or terms of development. Single-family and two-family (duplex) residential developments are expressly exempt. These regulations are intended to address impacts from development and construction sites for the protection of neighboring properties.

(1) *Protection of neighbors.* Prior to demolition, support of excavation, investigation pits or dewatering operations, and new foundations and piling work, the owner or contractor shall notify each neighbor within 300 feet of the site in writing and describe the following owner and contractor requirements and offers for monitoring. The notice shall provide that any neighbor may accept and approve any or all of the following offered protections by providing written consent to the owner or contractor no more than seven business days from the date of the owner or contractor's notification. If the

applicable neighbor does not respond within seven business days of notice or elects not to accept the provisions stated below, then the neighbor will be responsible for monitoring their own property:

a. *Pre-construction Survey.* Owner or contractor shall retain a licensed state registered structural engineer to perform a pre-construction survey of any consenting neighbor's building(s) within 300 feet of the site. The preconstruction survey shall include videography, photography, and narration to document the existing condition of the building and note apparent physical issues such as cracks, spalling, water intrusion, and deterioration. The licensed professional engineer shall use measuring devices such as dated scaled pencil marks or Avanguard monitors placed on cracks greater than the width of a credit card. A report of the inspection with a copy of the videography, photographs, and narration shall be provided to the neighbor prior to commencing construction. As a condition to issuance of a temporary or permanent certificate of occupancy, the owner or contractor shall retain the same or similar licensed state registered structural engineer to perform a post-construction survey of the neighbor's building upon completion of the structural shell construction or topping of the last horizontal slab at the site. The post-construction survey shall note any damage identified in the pre-construction survey and shall make a determination as to what extent such damage has worsened due to contractor's construction activities at the site, and any new or additional apparent damage to the neighbor's building due to construction activities at the site above and beyond what was documented in the pre-construction survey. Any additional damage shall be analyzed by the licensed state registered structural engineer to determine if it is the direct result of the adjacent construction at the site and not the result of a normal structure's wear and tear, lack of maintenance or ongoing construction related activities at the neighbor's building. The findings and determination of the post-construction survey shall be provided to the neighbor and the building official in a signed and sealed document prior to issuance of a temporary or permanent certificate of occupancy. Notwithstanding the findings and determination of the post construction survey, the building official shall be under no obligation to take any action and may issue a temporary or permanent certificate of occupancy upon confirmation of compliance with all applicable requirements of the Florida Building Code. Upon completion of the post construction inspection and survey, the contractor shall be afforded a reasonable time to perform any repairs deemed their responsibility within 180 days.

b. *Seismic monitoring.* Prior to demolition and continuing through any construction activity that involves driving piles, interlocked sheeting, grouting or any form of dynamic compaction, the owner or contractor shall have a third-party specialty monitoring firm install vibration-sensing equipment, such as seismic monitors, on any consenting neighbor's property within 300 feet of the

construction site. The equipment shall be monitored electronically and forwarded to the consenting neighbor on a weekly basis. The seismic monitor(s) shall also be able to be monitored via the internet by the owner, contractor, consenting neighbor, or any property owner upon which a seismic monitor is placed. The monitoring equipment may not be removed prior to the topping of the last horizontal slab at the site.

c. *Water table monitoring.* Where the method of "support of excavation" construction does not result in the construction site being cut off and sealed into the rock from all abutting property, owner or contractor shall, prior to issuance of the first building permit, including a demolition permit, retain a third-party company to install monitoring wells such as piezometers on-site within one foot of any abutting neighbor's property. Monthly reports of the water table monitoring shall be provided to each neighbor.

d. Cost. For avoidance of doubt, the Owner of the property which is doing construction shall be responsible for payment of all costs related to provision of the pre-construction survey or seismic monitoring, or both. Moreover, if requested by a neighbor, The Owner shall pay or otherwise satisfy the service provider of the Pre-construction survey or seismic monitoring, or both, such that such service provider will execute a release of lien to the neighboring landlord prior to performing its work.

e. Nothing in this section ~~subsection (f)(1)~~ shall require supervisory action or enforcement by the town, and, notwithstanding this section ~~subsection (f)(1)~~, the town may issue a temporary or permanent certificate of occupancy upon the building official's confirmation of compliance with all applicable requirements of the Florida Building Code.

(2) *Contact information; complaints.* Owner or contractor shall provide contact information to the town manager for the designated manager or supervisor on duty for construction operations on the site. Owner or contractor shall maintain an interactive website and provide a telephone contact number for 24-hour access during construction and provide a response within 24 hours of the posting of any complaint by a neighbor to the website. The website URL will be posted on the construction site fence by the owner or contractor so as to provide notice to town residents and the public. Owner or contractor shall provide weekly reports of complaints filed and their resolution to the town manager.

(3) *Restoration of adjacent roadways.* Owner and contractor shall restore all adjacent roadways damaged by construction to town and FDOT standards prior to issuance of a certificate of occupancy. Owner or contractor shall maintain adjacent rights-of-way in a clean, passable condition throughout all construction and shall immediately repair divots and potholes that appear thereon.

(4) *Building permit expiration.* In the event the owner or contractor obtains a building permit and the permit expires, the subject property shall comply with section 24-17 entitled "abandoned real or personal property" of this Code, including but not limited to, the posting of a bond to defray the cost the town may incur if required to secure and maintain the site, if necessary, and as may be required by the building official.

(5) *Demolition plan; recycling.* Upon application of a demolition permit, owner or contractor shall simultaneously submit a demolition plan to the town manager and town building official that meets all federal, state, and local requirements, including all requirements of this section, provides for a containment barrier to retain and mitigate dust debris on the site, and provides for as much recycling of the demolition material as possible (given possible hazardous / unsuitable material). Additionally, a debris removal schedule and the results of any environmental tests shall be provided to the neighbors and the town building official. Warning / danger signs shall be provided in conspicuous places on the construction fence.

(6) *Permit requirements of other jurisdictions.* The owner and contractor shall comply with all applicable conditions and permit requirements of the county's department regulatory and environmental resources, the county fire/rescue department, the water and sewer department, Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT) and all other applicable regulatory agencies, prior to and during construction of the project.

(7) *Compliance.* Any person violating the provisions of this section and/or receiving notice from the town's building official or town manager to comply with this section shall not fail or neglect to promptly comply. Failure to adhere to the requirements of this section may result in the suspension or revocation of the building permit, the suspension of work, fines or liens, and/or other enforcement actions pursuant to Chapter 5¾, Code Enforcement, of this Code.

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 17.

ITEM: Consideration and **Approval** of an ordinance on First Reading amending Section 23-12 of the Town Code entitled "General Provisions" by revising Section 23-12(26) to add padel ball to the outdoor recreational game court facilities allowed in the Town, modifying fencing regulations and providing for noise mitigation to accommodate this sport. Sponsored by Mayor Fuller. Enclosed is the proposed ordinance.

DESCRIPTION:
The proposed ordinance seeks to amend Section 23-12 of the Town Code to permit padel ball court among the list of outdoor recreational game court facilities allowed in the Town. It modifies fencing regulations regarding height and location, screening to mitigate noise, and prohibits pickleball courts and use of any court facility for pickleball.

RECOMMENDED ACTION:
Council's Discretion

FINANCIAL ANALYSIS:
There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Ordinance - Padel Ball
2.	Residential Padel Court
3.	Padel court dimensions and concept images 6.14.2023
4.	Padel Technologies - details and specifications 5.3.2024

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE BY AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS; AMENDING SECTION 23-12(26) RELATED TO OUTDOOR RECREATIONAL GAME COURT FACILITIES TO CLARIFY AND EXPAND THE TYPES OF GAME COURT FACILITIES ALLOWED AND TO MODIFY FENCING ALLOWANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, the Town retains the services of urban planning professionals to study land development activities and land development regulations and recommend strategies and Code modifications to address identified problems; and

WHEREAS, in 2009 the Town Council adopted land development regulations for outdoor recreational game court facilities such as tennis courts, racquetball, handball, basketball, shuffleboard, children's multi-purpose and similar facilities; and

WHEREAS, the Town Council desires to amend the Town's Zoning and Planning Code to modify those land development regulations to address other types of courts; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Zoning and Planning Code.

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

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

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-12(26) entitled Outdoor Recreational Game Court Facilities to modify certain provisions related to the types of game courts allowed and modify the applicable fencing allowances for certain types of court facilities, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this 8th day of May, 2024.

PASSED on Second Reading this ___ day of _____, 2024.

_____
JOSHUA FULLER
MAYOR

ATTEST:

_____
YVONNE P. HAMILTON, CMC
TOWN CLERK
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

EXHIBIT A
Amendments to the Town of Bay Harbor Islands
Zoning and Planning Code – Chapter 23

Sec. 23-12. General Provisions

(26) *Outdoor recreational game court facilities.* The following regulations shall apply to all recreational game court facilities, including but not limited to tennis, **padel,** racquetball, handball, basketball, shuffleboard, children's multipurpose and similar facilities, or any combination thereof:

a) In the RD district the only outdoor recreational game court facilities permitted are tennis, **padel,** basketball and/or children's multipurpose facilities. Such facilities may be approved by the town subject to site plan approval by the design review board, except for a permanent or portable basketball pole installed in accordance with the provisions listed herein. **Pickleball courts or use of any recreational game court for pickleball is not permitted in the RD district**.

b) In all other zoning districts any individual or combination of recreational game court facilities may be approved by the town subject to site plan approval by the design review board.

*Tennis **and padel** courts.*

i) *Fencing **and Screening**.* The maximum height allowed for a tennis court fence shall be ten feet. Any such **chain-link** tennis court fencing shall be clad with either black or green vinyl on all posts and **the exterior** fence surfaces. **The maximum height allowed for a padel court fence is 3 meters (9'-10.1") at the central portions of the long sides and 4 meters (13'-1.5") at the narrow ends and the portions of the long sides at the narrow ends to meet International Padel Federation (FIP) league guidelines. The padel court fencing does not require cladding and the narrow ends and sides near the narrow ends of the court may be clear glass or equivalent to meet FIP league guidelines. Any court netting provided must be either black or dark green colored (no bright colors)**. Any fencing over five feet in height must be placed so as to comply with the minimum setback requirements within the district in which the tennis court **or padel** court is proposed.

*ii) Playing surface **and** location.* **All padel court playing surfaces shall be artificial turf covering the concrete base.** Within the RD district the playing surface **and associated fencing** of a tennis **or padel** court may not be placed within 25 feet of a property line abutting a street or ten feet to either an interior side or rear property line. Within any other zoning district, the playing surface **and associated fencing** of a tennis **or padel** court may not be placed within the minimum base setback for the district in which the facility is proposed. The town council may consider variations to the above criteria for odd-shaped lots, corner lots or other special instances on a case-by-case basis through the submission of a variance

application.

ii) *Hours of operation.* The hours of operation of a tennis **or padel** court shall be between the hours of 9:00 a.m. and 10:00 p.m. during all days of the week. If any accessory lighting is provided the light fixtures shall not be illuminated outside of the hours of play specified herein. All such lighting shall be equipped with a timer switch to ensure the lighting will be controlled to operate in the specified time period listed herein. The town manager may authorize the temporary use of a tennis **or padel** court and/or lighting for special occasions outside of the times listed herein on a case-by-case basis after a written request to do so is submitted to the town and approved by the town in writing.

iv) *Lighting.* If any accessory lighting is provided, the lighting fixtures shall not produce more than one-half foot-candle at any property line nor more than 75 foot-candles overall. All such lighting shall be equipped with a timer switch to ensure the lighting will be controlled to operate within the specified time period listed herein. The color of any lighting fixture or pole shall match the fence color. No portion of an exterior lighting fixture may exceed ten feet in a required yard area nor a maximum of 18.5 feet in height in the RD district nor more than 25 feet in any other zoning district and shall be aimed and/or provided with cutoffs so that the light source is directed to the outdoor recreational play court facility so as to minimize negative impacts to adjoining properties.

iii) *Screening requirements.* Sufficient landscaping (trees and/or hedges) shall be approved as part of the site plan, installed when the facility is constructed, and maintained to opaquely screen the fence and all activities from view **from outside the property from ground level and to help mitigate noise**. The **hedges used for** landscaping **screening** shall be at least six feet in height at the time of planting and equal to and maintained at the height of the fence **or equivalent line of site from outside the property when viewed from ground level** within one year of the installation**, unless otherwise fully screened from view by other structures. Tree heights shall comply with the minimum criteria in Sec. 24-16.**

vi) *Miscellaneous requirements.*

1) No portion of an exterior wall surface, **except the narrow ends of padel courts only**, shall be used for a backboard or rebound wall or structure.

2) If multiple platted lots, or portions thereof, are required to allow for the principal structure as well as any accessory uses and structures, including recreational game courts, a unity of title declaration acceptable to the town attorney shall be provided and recorded in the public records prior to the issuance of building permits. This provision shall not be interpreted to prohibit a freestanding recreational game court as a

principal use, provided the lands upon which the recreational game court is proposed are adequate "as is" to accommodate the use (i.e. setbacks / screening) or a unity of title declaration acceptable to the town attorney is provided and recorded in the public records prior to the issuance of building permits.

3) In determining the percentage of coverage of a lot by buildings the area of a recreational game court shall not be provided in such computation. Notwithstanding the above, sufficient drainage shall be provided on-site so as not to negatively affect adjoining properties or public roads.

4) Any recreational game court facilities constructed on the rooftop of a principal or accessory structure shall comply with the provisions contained in subsection (25).

Basketball.

i) Outdoor basketball poles, ….

(No changes proposed)

Other game court facilities.

i) No other type of outdoor recreational game court facilities ….

(No changes proposed)

Nonconforming pre-existing game court facilities. As to any outdoor recreational game court facilities that existed as of the date this subsection was adopted (November 9th, 2009) ….

(No changes proposed)

Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



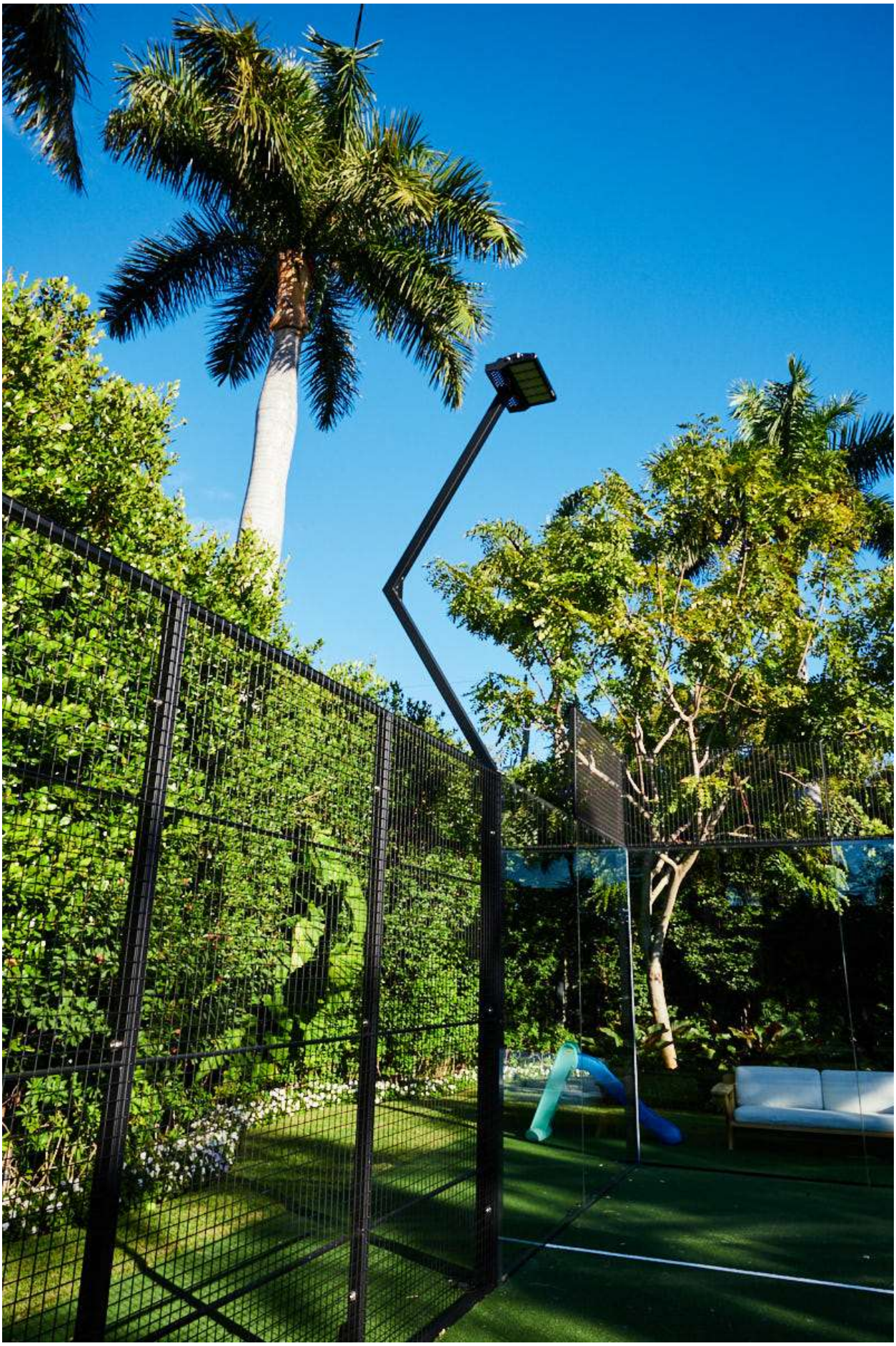
Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court

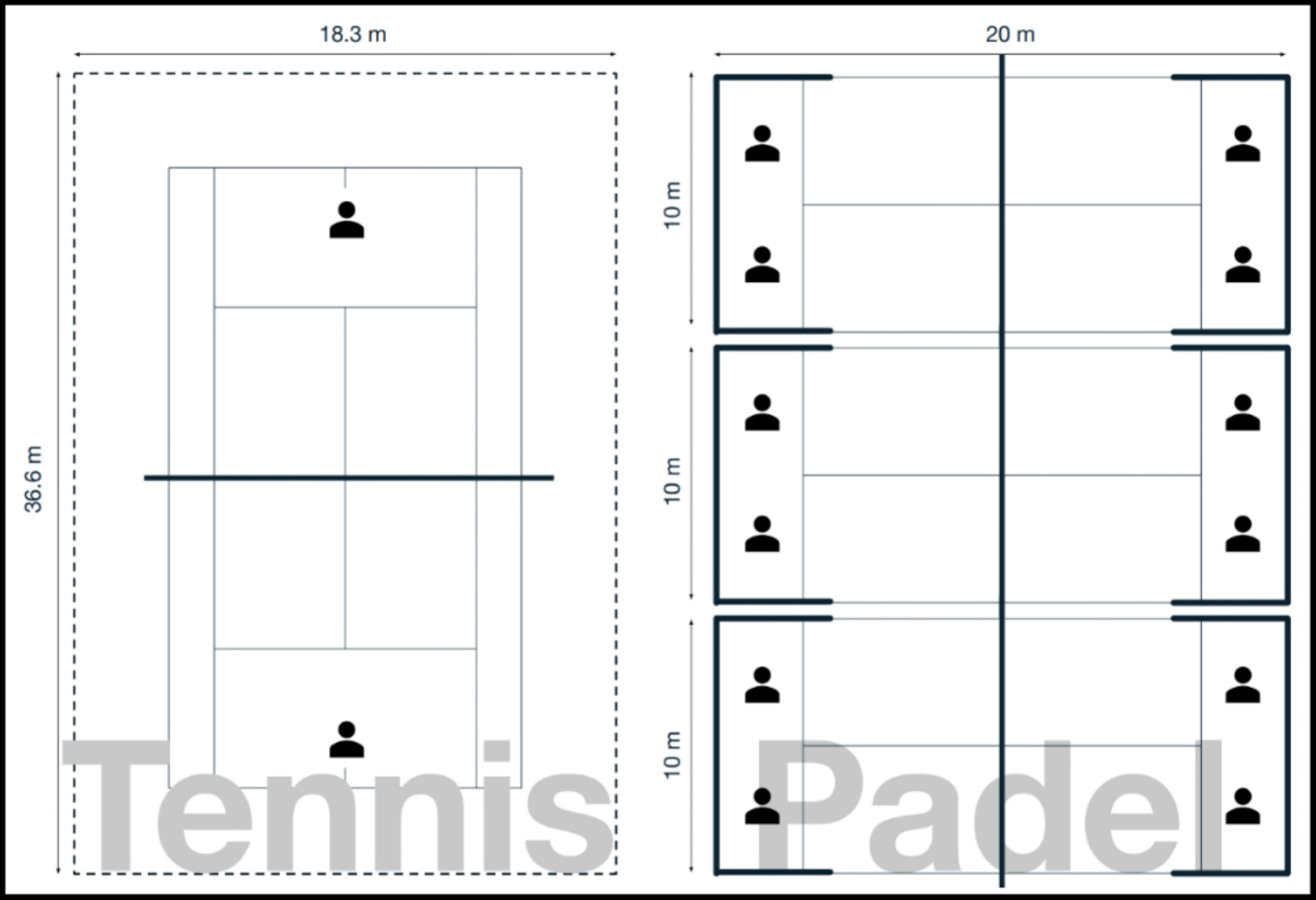


Residential Padel Court

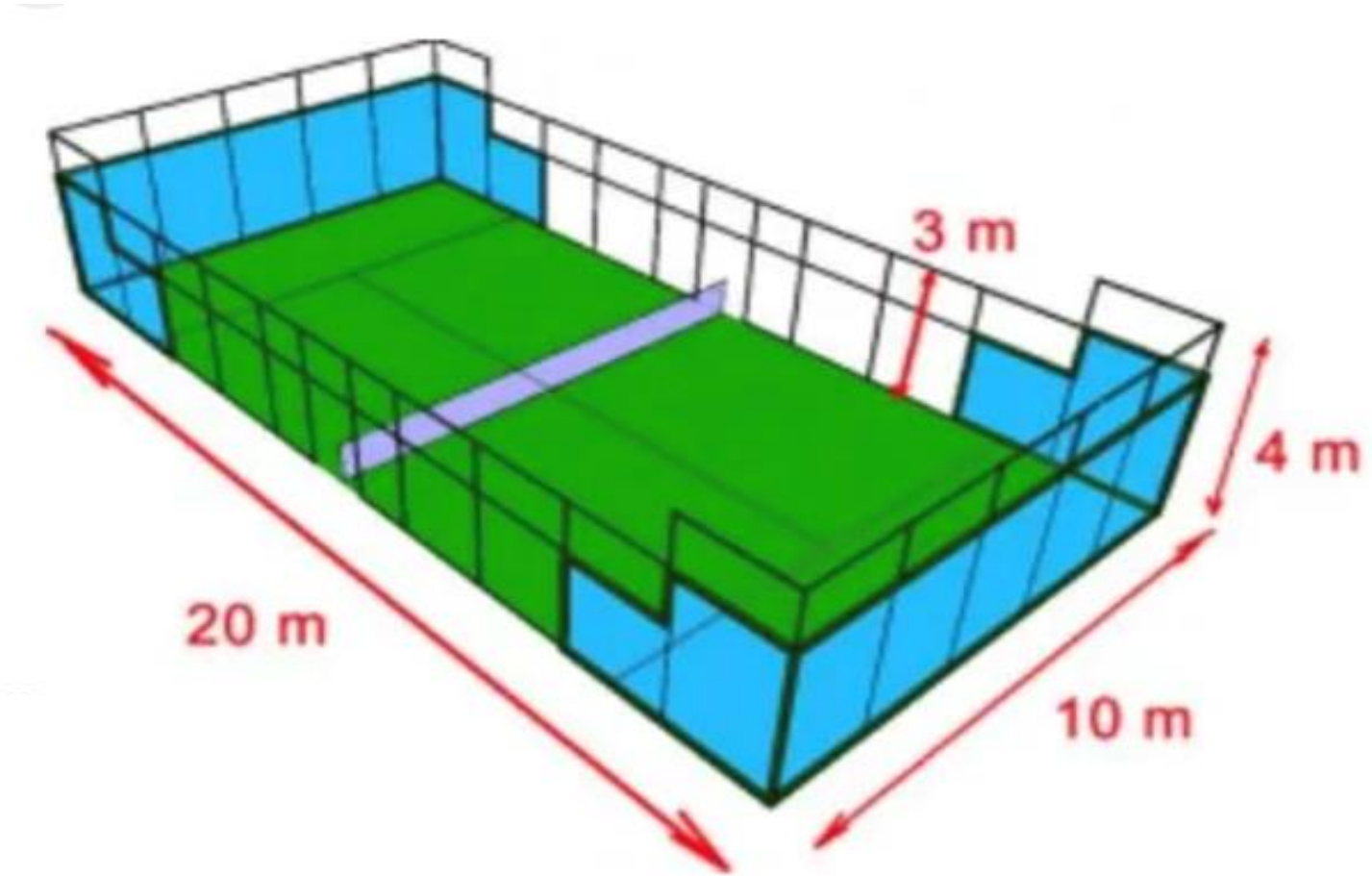


Residential Padel Court




18.3 m
36.6 m
20 m
10 m
10 m
10 m
Tennis
Padel

Padel Court Dimensions



Turf on court surface

Glass walls (3 m tall)

Padel Court
At 1260-1270 98 Street



Padel Court
At 1260-1270 98 Street



Padel Court
At 1260-1270 98 Street



Padel Court
At 1260-1270 98 Street



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PERFECT COURTS

Padel Technologies was born in 2001 within the TMM Industrial Group with the aim of becoming a benchmark in the manufacture of padel courts and sports elements.

TMM Group´s industrial capacity allows Padel Technologies to have its own manufacturing: 7,000 m2 of manufacturing facilities in Madrid provides Padel Technologies' customers with the ultimate manufacturing technology as well as the capacity of innovation and product evolution of a large industrial group.

At TMM Group and Padel Technologies, over 50 highly qualified professionals work fully committed every day in their own expertise areas (engineering and product development, manufacturing, assembly, logistics, etc.) to guarantee our clients the best possible service and solution to their needs.

Our main axis of action is outdoor facilities on all types of synthetic surfaces and racket sports with a special dedication to what is considered to be the global sport of the 21st century: padel.

Our commitment to sport as a universal language, education tool for our future generations and as a philosophy of life for a better planet encourages us every day to seek the best technical solutions and apply them to our products so our athletes can train and compete in the best facilities.

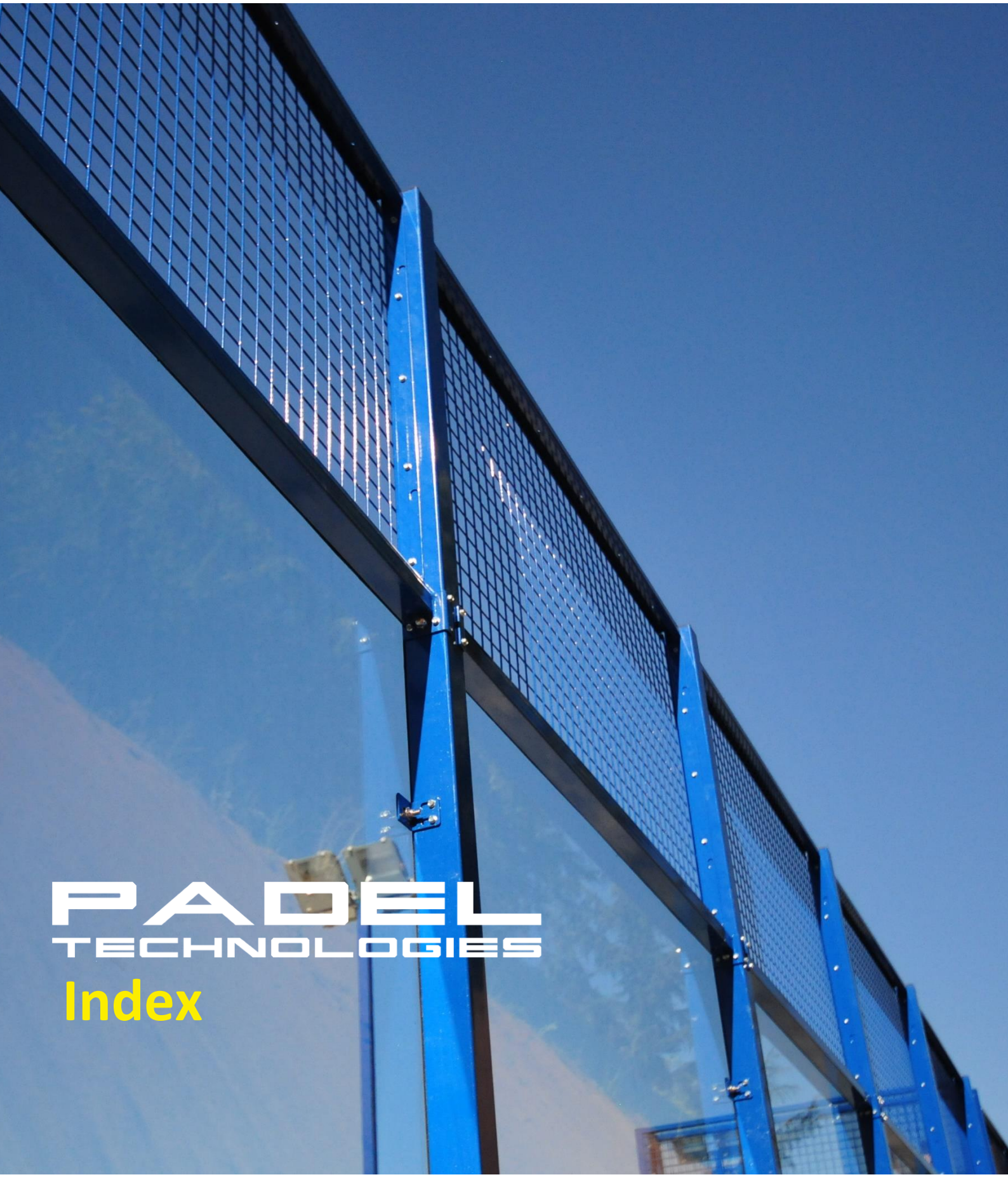


Certifications and guarantees

All the products in this catalogue have been designed and manufactured in compliance with the next certificates.

- UNE EN ISO 9001:2015
- UNE EN ISO 14001:2015
- UNE/EN 1090-1:2011+A1:2012
- MARCADO CE

PADEL®
TECHNOLOGIES



PADEL TECHNOLOGIES

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Accesories - Equipment



PADEL
TECHNOLOGIES

Technical Specifications

The PADEL EVOLUTION padel court is an industrial design, based on the assembly of common, interchangeable, and removable elements. It has a unique and innovative design that consolidates it as one of the most attractive courts in the current market.

Complying with the regulatory standards for the padel game, the enclosure combines areas built with complete modules of metal structure and glass enclosure, guaranteeing its stability and maximum visibility from the outside of the court.

It is a court with an artificial grass playing surface, enclosed in its entirety by 10-metre-long inner walls and 20-metre-long inner sides.

Foundation and screed



The area where the PADEL COURT is installed needs a minimum size of 21x11 m. The ground must be sufficiently resistant and compact, and the clearing and cleaning of the land and the necessary excavations will be carried out on it, depending on the case and previous study of each work.

The base on which the structure is installed consists of a perimeter foundation formed by a 50*50cm strip footing made of HA25/B/20 IIa and B400s steel reinforcement and a reinforced concrete slab.

The type of screeds on which TOTAL VIEW PADEL courts are mounted are:

POROUS SCREED

The main advantage of the POROUS CONCRETE screed is that it is easy to evacuate rainwater, thanks to the fact that its construction system provides it with an unbeatable drainage capacity.

It is a 20+5cm thick screed with a slight slope, made up of 20cm of HA25/B/20/IIa reinforced concrete reinforced with 15*15 electro-welded mesh of B400s steel, on which a levelling layer of draining gravel is placed and on top of this, the 5cm thick porous paving made in situ, forming panels of a maximum width of 2m with expansion joints.

POLISHED CONCRETE SCREED

In the POLISHED CONCRETE screed the evacuation of water is produced by runoff, giving the platform the slope recommended by the CTE and also offers the advantage of great durability over time and a lower cost.

Metal Structure

The EVO Padel court is designed on the basis of a robust and resistant but flexible metallic structure, which due to its shock absorption capacity avoids injuries to the users.

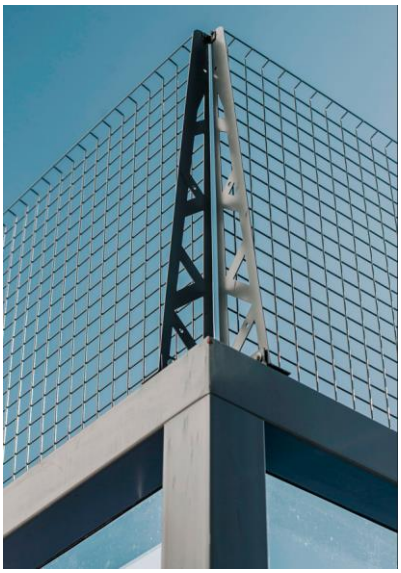


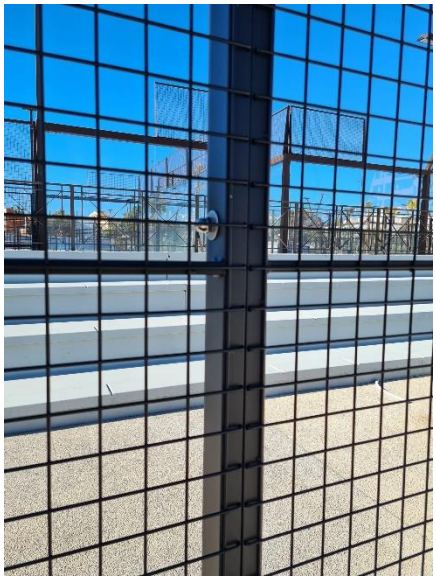
The structure is made up of metal pillars manufactured in a single piece and with an anchor plate with holes for anchoring to the ground, in which the continuous electro-welded mesh or glass enclosure is inserted, formed by a modulated structure in general dimensions of 3000*2000mm and 2000*1000mm.

It is a closed structural system in its entirety, formed by 10m long interior bottoms and 20m long sides, as follows:

- The support system for the glazing is formed by independent pillars that are joined together by means of lower braces and 2000*1000 modules in electro-welded mesh on the upper part.

- Sides: Formed by unitary modules of 3000mm in height and 2000mm wide, manufactured with our exclusive profile in which all the points of the electro-welded mesh of 50*50*4 are hidden, achieving a flat and continuous surface free of sharp edges and dangerous finishes.





This design has an exclusive net post system, made of shaped steel plate, independently anchored to the structure and with a hidden net tensioning system.



Material Characteristics

The materials used in our tracks are not only aesthetically pleasing, but also aim to ensure the structural safety of the whole.

- For the pillars, structural tube dimensions 80*80*3 and 80*40*3 galvanised.

- In anchor plates, 8mm thick S-275JR (A42b) steel.

- In enclosure, galvanised electro-welded mesh 50x50x4mm mounted on perimeter fence of structural profile protecting sharp edges and with sufficient tension to allow the ball to bounce on it.

- In glass and frame fixing parts, S-275JR (A42b) steel plate in different thicknesses according to reference.



Finishes

Our facilities allow us to guarantee a perfect finish avoiding the oxidation of the metal components of the track.

Several phases are carried out in this process:

- A first galvanised finish.

- Application of a layer of C3 primer.

- A final surface coating in polyester powder, high-performance polymer alloy, 80/100 microns in a RAL colour of your choice, with baked paint at 200ºC in a drying cabin.



Glass Installation



The glazed areas of the court are made of 12mm thick tempered glass with polished edges, transparent and offering the right consistency and a regular and uniform bounce of the ball.

The glass panes are fixed to the framework by means of perimeter support shims and screwed to the frames. All the glass complies with the UNE-EN 12150-2 standard and is tested in accordance with the CTE regulations.

The court is made up of eighteen tempered glass modules, resulting in a total of 100m2 perfectly aligned and with optimum planimetry.

Artificial Grass

The range of artificial turf that we install is specially designed for sports such as padel and tennis where the surface is hard hit by the large number of users and intense use. Qualities such as durability, resistance and adequate planimetry, among others, together with biomechanical studies allow: High profitability of the facilities, minimum maintenance and reduced risk of injury to the athlete. It is a playing field with an appearance and characteristics similar to natural grass.

The material is manufactured in accordance with the requirements of the UNE EN ISO 9001 2000 standard in terms of design, manufacture and traceability in companies with quality system certification granted by recognised bodies.

The mats are joined using bi-component polyurethane glue with geo-textile joints, with the lines of play marked with similar white grass inserted into the surface in accordance with the regulations.

Once laid, the ballast is made with rounded quartz sand, washed and dried with 97% silica, with a granulometry between 0.3/0.8 mm in an amount recommended by the manufacturer.

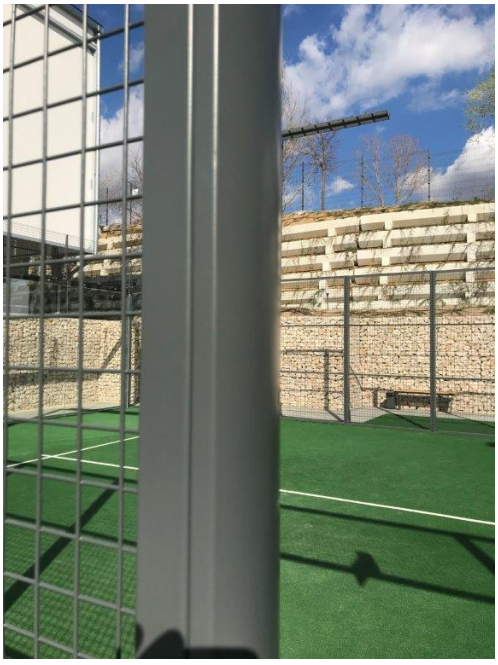


Accesses

Access to the track is from the side, with one or two openings with the possibility of having a sliding or hinged door made of the same metal profile as the racks, placed symmetrically with respect to the centre of the track, with measurements that comply with the accessibility standards of the FEP and the CTE (Technical Building Code).







Net Post

The net needs regulation dimensions made of double polyethylene mesh with white PVC tape on top.

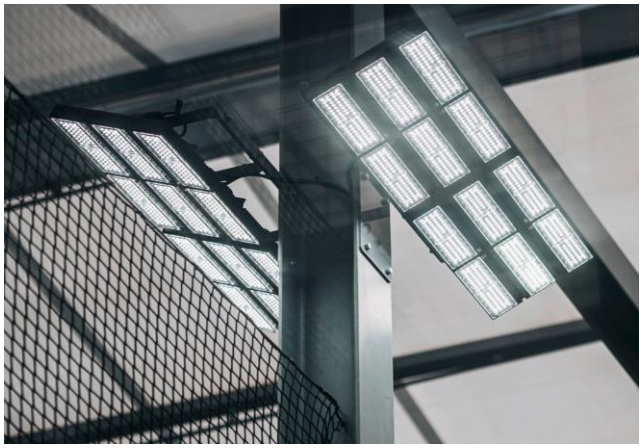
The mooring and tensioning system of the net is an exclusive net post system, made of shaped steel sheet with independent anchoring to the structure and a hidden net tensioning system that contributes to the aesthetics of the whole.



Led Lightning

We have a lighting system consisting of 8 metal halogen spotlights of 400w power and according to IP65, placed two by two on 4 poles of 6m high, which guarantees the necessary lighting for the practice of the sport.

Special spotlights with LED technology are available as an option, which will save up to 70% in energy consumption.



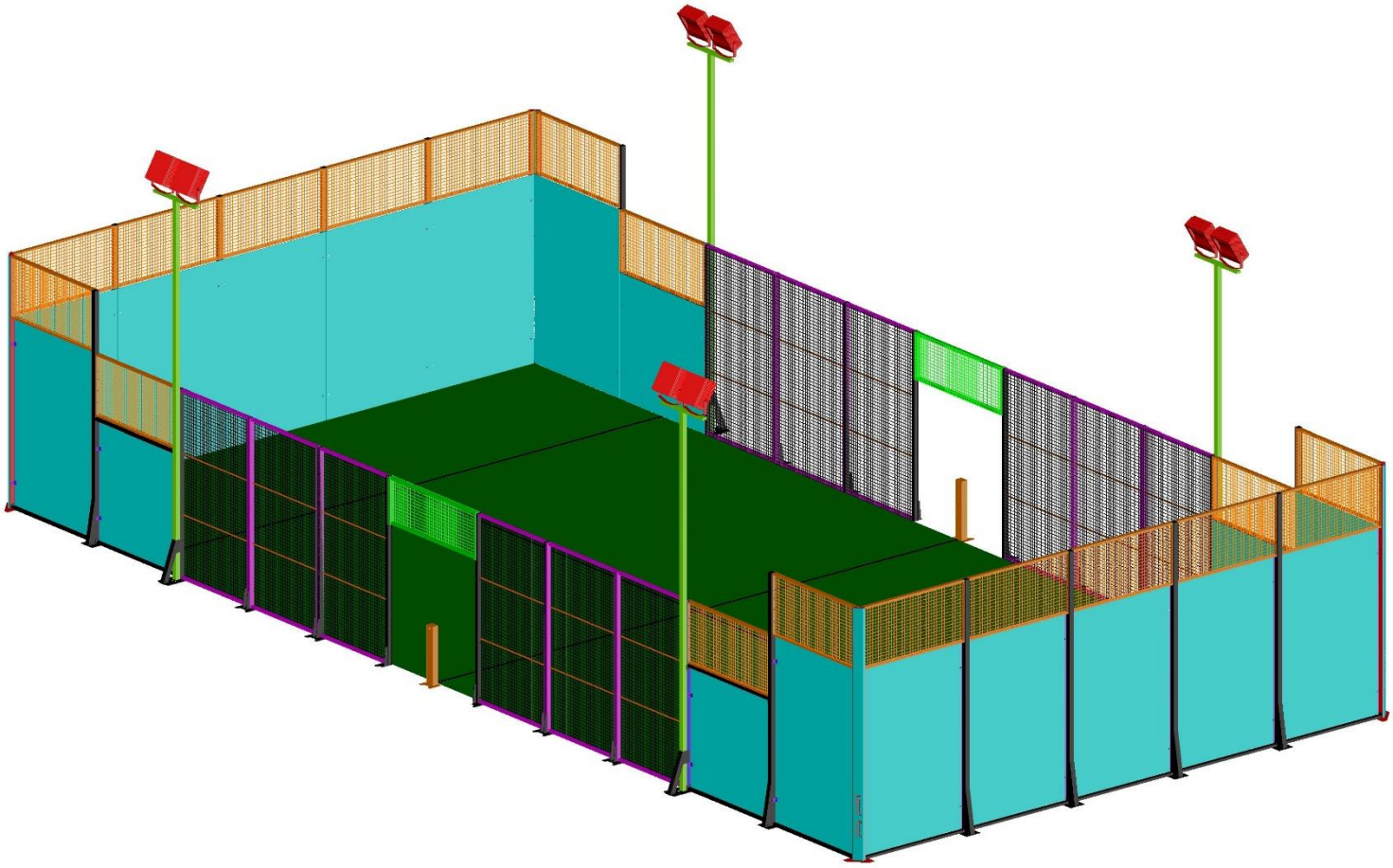





PADEL
TECHNOLOGIES
Material List

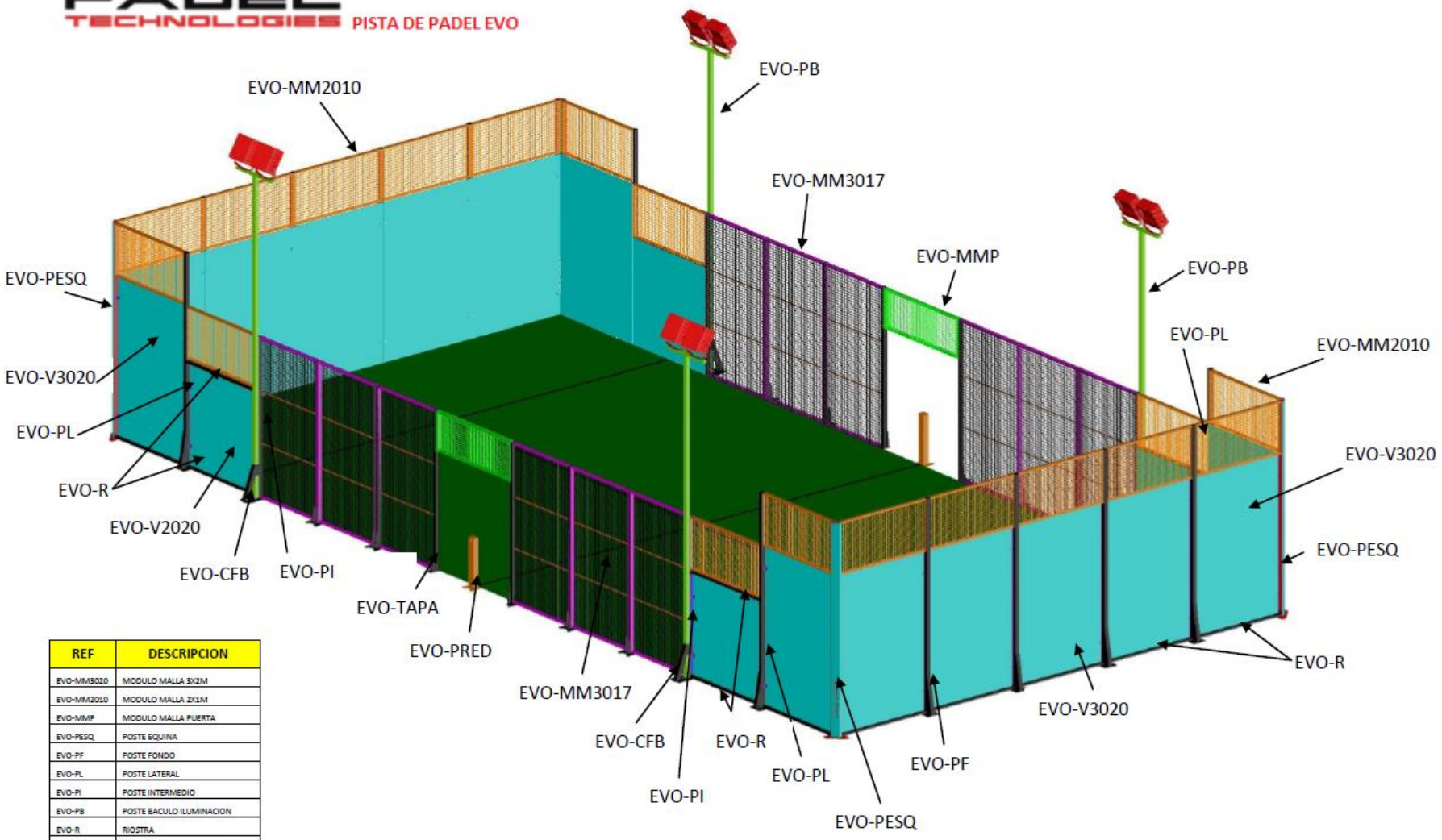
MAIN SUPPORTING STRUCTURE		
REF	**DESCRIPtion**	**TOTAL PER WORK**
EVO-MM3017	MESH MODULE 3000X1700	12
EVO-MM2010	MESH MODULE 2000X1000	18
EVO-MMP	MESH MODULE. ENTRANCE DOOR	2
EVO-PESQ	CORNER POST	4
EVO-PF	FOND GLASS POST	8
EVO-PL	LATERAL GLASS POST	4
EVO-PI	INTERMEDIATE POST 3000	4
EVO-R	RIOSTRA	22
EVO-PB	LIGHTING POLE BACULUM 6000	4
EVO-CFB	BUTTRESS BACULUM	4
EVO-ANG	GLASS FIXING ANGLE WIDTH 40	100
NON STRUCTURAL PIECES		
REF	**DESCRIPTION**	**TOTAL PER WORK**
EVO-TAPA	TRACK ENTRANCE COVER	4
EVO-RESQSUP	UPPER CORNER CAP	4
EVO-RESQINF	BOTTOM CORNER CAP	4
EVO-PRED	NET POST WITH COVER AND CLIPS	2
EVO-EMBELLECEDOR	COVER FOR MODULES	8
SCREWDRIVERS		
REF	**DESCRIPTION**	**TOTAL PER WORK**
EVO-TORM12X60Z	TOR. CORNER POST M12X60 DIN933 ZN	48
EVO-ANCLM12X150	GROUND ANCHOR M12X150	150
EVO-VM12X115Z	THREADED ROD M12X115mm zinc plated	224
EVO-TCIEGAM12X	BLIND NUT M12 DIN 1587 STAINLESS STEEL	460
EVO-APLM12X	FLAT WASHER M12 DIN9021INOX TMM	460
EVO-TORAUTAGZ	TOR. self-tapping washer-rubber 6,3X30 DIN7504K	0
EVO-TORAUTAGZ	TOR. self tapping washer-rubber washer 4,9X30 DIN7504K	70
EVO-TORM8X30X	TOR. GLASS M8X30 DIN7991 INOX	100
EVO-TAUTBLOCX	GLASS NUT M8 SELF-LOCKING STAINLESS STEEL	100
EVO-AM8X	GLASS WASHER M8 DIN9021 STAINLESS STEEL	100
	SCREWS FOR RATCHET:	
EVO-TORM10X30Z	M10X30 DIN 933	5
EVO-TUM10Z	M10 NUTS DIN 934	2
EVO-AM10Z	WASHERS D D10 DIN 125	6
EVO-TRED	SCREWS RED STOPPER	1
EVO-TREMACHM12	RIVET NUT HEXA WIDE HEAD M12	16
EVO-TREMACHM10	RIVET NUTS M10 HEXA WIDE HEAD	4

NON METALIC ELEMENTS		
REF	**DESCRIPTION**	**TOTAL PER WORK**
EVO-CASQUILLO	NYLON GLASS SLEEVE	100
EVO-CARRACA	UD TENSION RATCHET	1
EVO-RED	UD GAME NET	1
EVO-NEOPRENO40X4N	ML NEOPRENO NEGRO 40x4	180
EVO-NEOPRENO10X10N	ML NEOPRENO NEGRO 10X10	40
EVO-V10-3020	UD GLASS 3000X2000 10mm	14
EVO-V10-2020	UD GLASS 2000X2000X 10mm	4
EVO-CESPED	GREEN GRASS MONO	si
EVO-ARENA	TN SAND	SI
EVO-GEOTEX	M GEOTEXTIL	100
EVO-PEG	GLUE FOR THE GRASS	2
EVO-TAPM12N	TAPONES M12 NEGROS MOSS	150
EVO-CONT8080N	PLASTIC PLUGS 80X80 BLACK	12
EVO-CONT8040N	PLASTIC PLUGS 80X40 BLACK	44
EVO-SPRAY	SPRAY	2
EXTRA ACCESSORIES		
REF	**DESCRIPTION**	**TOTAL PER WORK**
EVO-PA2H	2-LEAF FOLDING DOORS	1
EVO-MMCHE	ENTRANCE OPENING CLOSING MODULE	1
EVO-SBILUM	LIGHTING BACULUM SUPPORT	4
EVO-FOCOSLED	UD NORMAL LED LIGHTING SPOTLIGHTS	8
EVO-	SCREWS FOR SPOTLIGHTS 2X LAMP MEDIDSAS S/ LAMP	16
EVO-CABLE	ML BACULUM CABLES	0



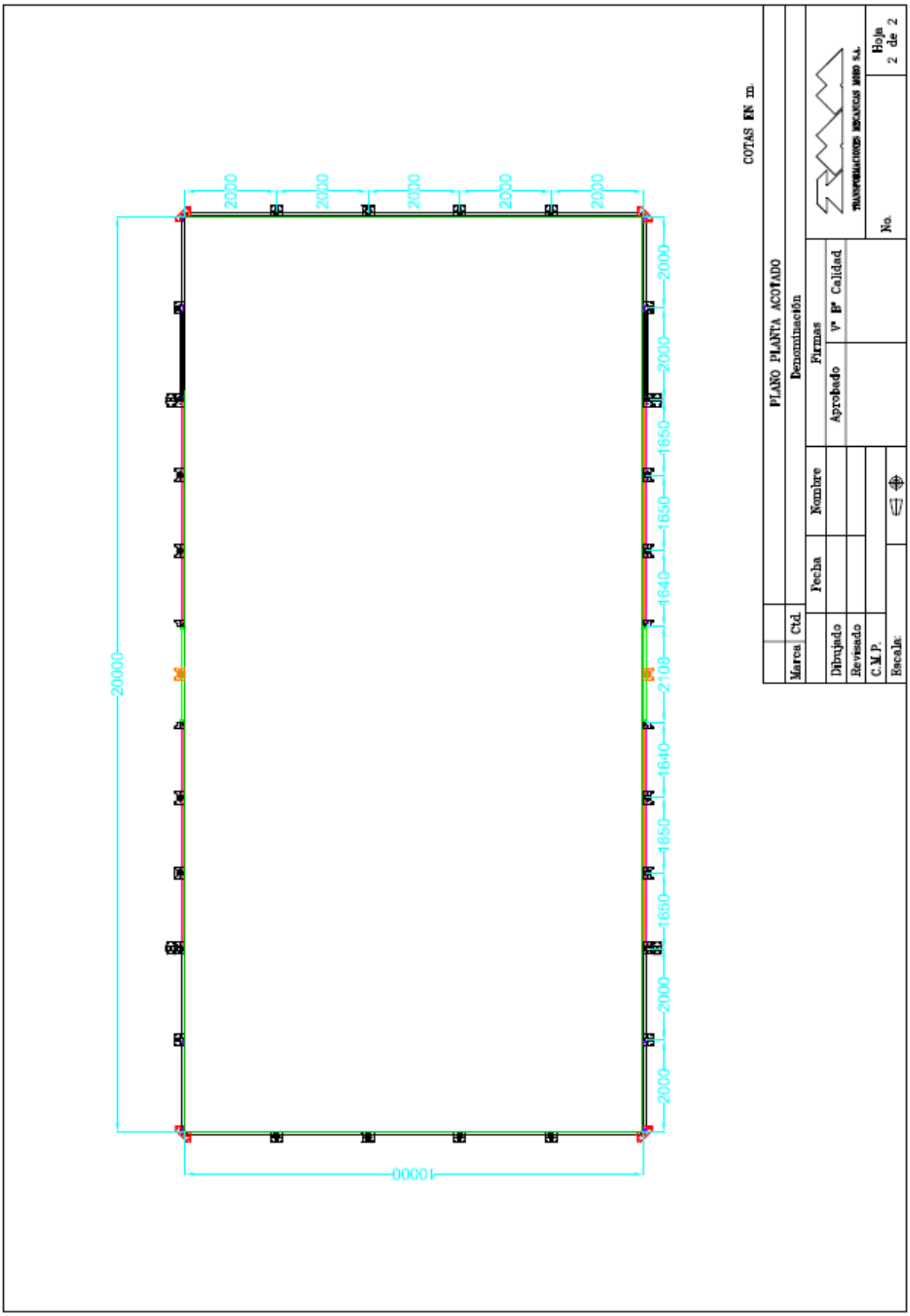
Planos Generales

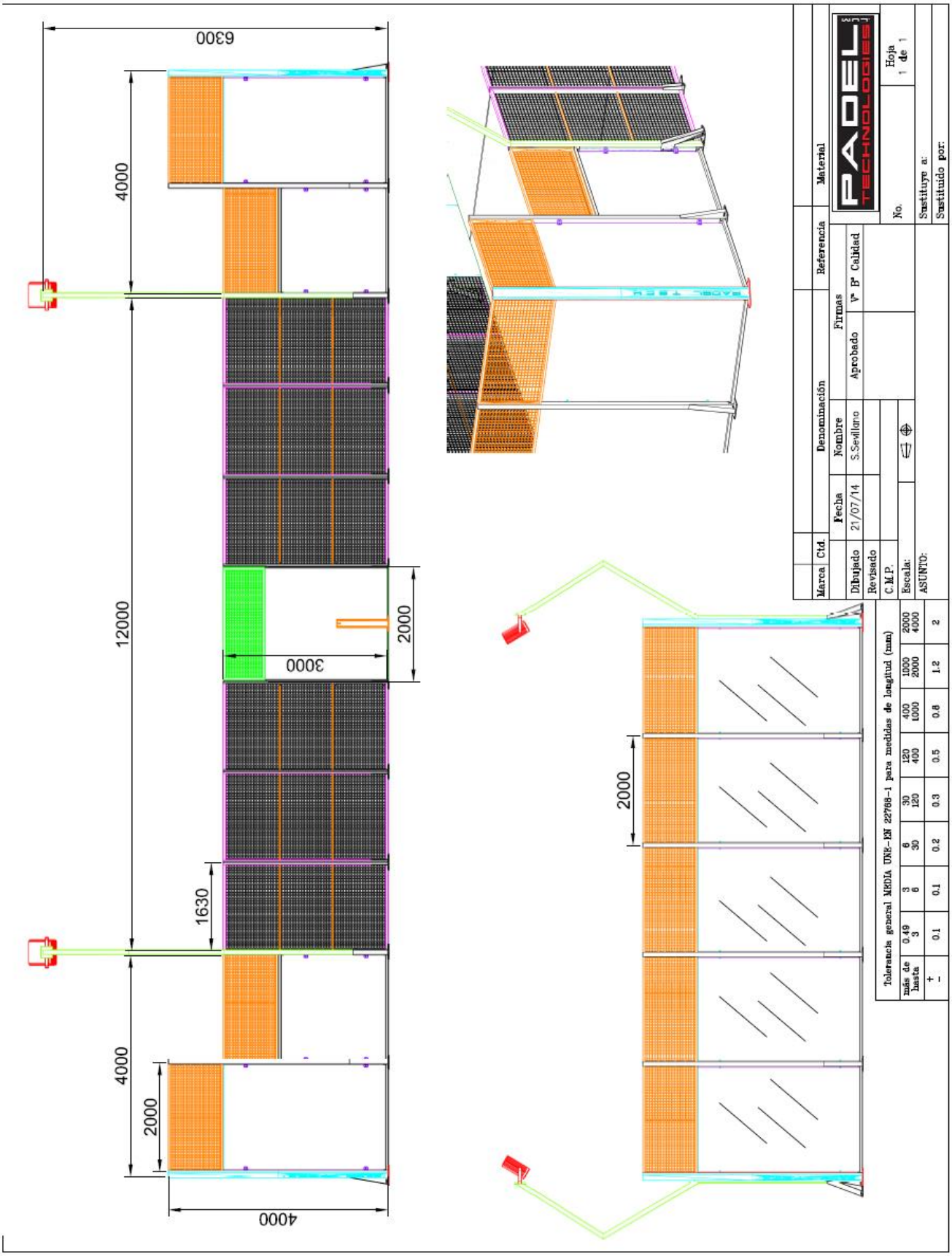
PADEL TECHNOLOGIES PISTA DE PADEL EVO



REF	DESCRIPCION
EVO-MM3020	MODULO MALLA 3X2M
EVO-MM2010	MODULO MALLA 2X1M
EVO-MMP	MODULO MALLA PUERTA
EVO-PESQ	POSTE EQUINA
EVO-PF	POSTE FONDO
EVO-PL	POSTE LATERAL
EVO-PI	POSTE INTERMEDIO
EVO-PB	POSTE BACULO ILUMINACION
EVO-R	RIOSTRA
EVO-CFB	CONTRAFUERTE BACULO ILUM
EVO-V3020	VIDRIO 3X2M
EVO-V2020	VIDRIO 2X2M
EVO-TAPA	TAPA ENTRADA DE PISTA
EVO-PRED	POSTE DE RED

PADEL TECHNOLOGIES®


COTAS EN m.
PLANO PLANTA ACOTADO
Denominación
Marca
Ctd.
Fecha
Nombre
Firmas
Aprobado
Vº Bº Calidad
Dibujado
Revisado
C.M.P.
Escala:
No.
Hoja 2 de 2
2000
2000
2000
2000
2000
20000
2000
1650
1650
1640
2108
1640
1650
1650
2000
2000
10000


6300
4000
12000
2000
3000
1630
4000
2000
4000
2000
Marca
Ctd.
Denominación
Referencia
Material
Fecha
Nombre
Firmas
Dibujado
21/07/14
S.Sevillano
Aprobado
Vº Bº Calidad
Revisado
C.M.P.
Escala:
ASUNTO:
No.
Hoja 1 de 1
Sustituye a:
Sustituido por:
Tolerancia general MEDIA UNE-EN 22768-1 para medidas de longitud (mm)
más de
hasta
0,49 3 6 30 120 400 1000 2000 4000
3 6 30 120 400 1000 2000 4000
+ 0,1 0,1 0,2 0,3 0,5 0,8 1,2 2
- 0,1 0,1 0,2 0,3 0,5 0,8 1,2 2

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 18.

ITEM: Discussion and **Possible** action regarding a concept for a new Town Hall and Parking Facility. Sponsored by Council Member Stephanie Bruder.

DESCRIPTION:
Renderings for new Town Hall and Parking Facility

Throughout the planning process, numerous consultations were conducted with Henry Rueda, Elisa Silva, Chair of the Department of Architecture, along with Associate Teaching Professors, and Mark Marine, Assistant Teaching Professor and Director of FIU Design.

Key elements for this design include a detached six-story parking garage, connected to the main building via a pedestrian walkway, alongside a six-story municipal structure. Additionally, the inclusion of rooftop amenities catering to sports enthusiasts, such as soccer and pickleball courts, ensures a balance between recreation and functionality.

The town aims for a visually appealing design, striking a balance between modernity and timelessness, simplicity, and an open-air atmosphere, fostering a serene environment.

Below, you will find the final rendering provided by FIU.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
Thirty Thousand Dollars ($30,000.00) was paid to FIU from funds appropriated in the FY 2024 Budget – Account No. 3015190400062000; $20,000 for Town Hall and $10,000 for Parking Garage.

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

1.	FIU_Bay Harbor M8

Town of Bay Harbor Islands City Hall and Parking Building Envisioning Study

Jason Chandler
Elisa Silva
Mark Marine

Anyela de las Traviesas
Brenda Adrian
Chelsea Gutierrez
Thalita Barbosa

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FIU | Architecture

BAY HARBOR ISLANDS

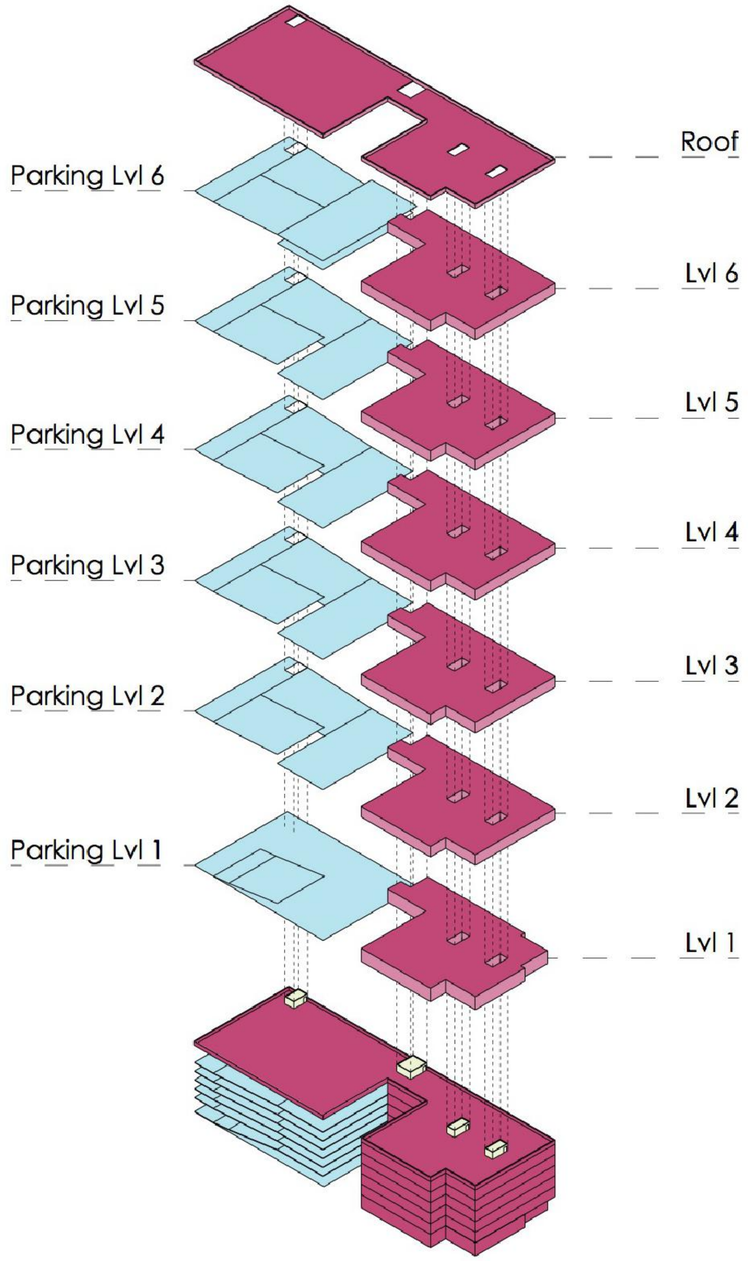








Level	Square Footage
1	15, 470
2	15, 470
3	17, 420
4	17, 420
5	17, 420
6	17, 420
Roof	38, 670
Total	139, 290



Level	Parking Spaces
1	55
2	67
3	67
4	67
5	67
6	67
Total	390

97th Street

Bay Harbor Terrace

ENTRY PLAZA

STR ELEV

MECH/ RESTROOM AREA

STR ELEV

CITY HALL USES - 15, 470 SF

COVERED STAGE

PUMP ROOM AREA
1,950 SF

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

16
17
18
19
20
22
23
24
25

RAMP UP

55 54

53 52 51 50 49 48 47 46 45 44 43 42

STR ELEV

26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41

STR ELEV

FIU Architecture

Town of Bay Harbor Islands City Hall & Parking Building Envisioning Study

1/16" = 1'-0"

GROUND FLOOR PLAN

4-17-2024 UPDATES

97th Street

Bay Harbor Terrace

STR ELEV

MECH/ RESTROOM AREA

STR ELEV

CITY HALL USES - 15, 470 SF

OUTDOOR LUNCH AREA

PUMP ROOM AREA
1,950 SF

17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

18
19
20
22
23
24
25
26
27

56 57 58 59 60 61 62 63 64 65 66 67

55 54 53 52 51 50 49 48 47 46 45 44

STR ELEV

28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43

STR ELEV

FIU Architecture

Town of Bay Harbor Islands City Hall & Parking Building Envisioning Study

1/16" = 1'-0"

SECOND FLOOR PLAN

4-17-2024 UPDATES

97th Street

Bay Harbor Terrace

STR ELEV

MECH/ RESTROOM AREA

STR ELEV

CITY HALL USES - 17,420 SF

CONFERENCE ROOM AREA

HALLWAY

STR ELEV

17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

18 19 20 22 23 24 25 26 27

56 57 58 59 60 61 62 63 64 65 66 67

55 54 53 52 51 50 49 48 47 46 45 44

28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43

STR ELEV

FIU Architecture | Town of Bay Harbor Islands City Hall & Parking Building Envisioning Study | 1/16" = 1'-0" | 3-5 FLOOR PLAN | 4-17-2024 UPDATES

97th Street

Bay Harbor Terrace

STR ELEV

MECH/ RESTROOM AREA

STR ELEV

LEASABLE SPACE - 17,420 SF

CONFERENCE ROOM AREA

HALLWAY

STR ELEV

17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

18 19 20 22 23 24 25 26 27

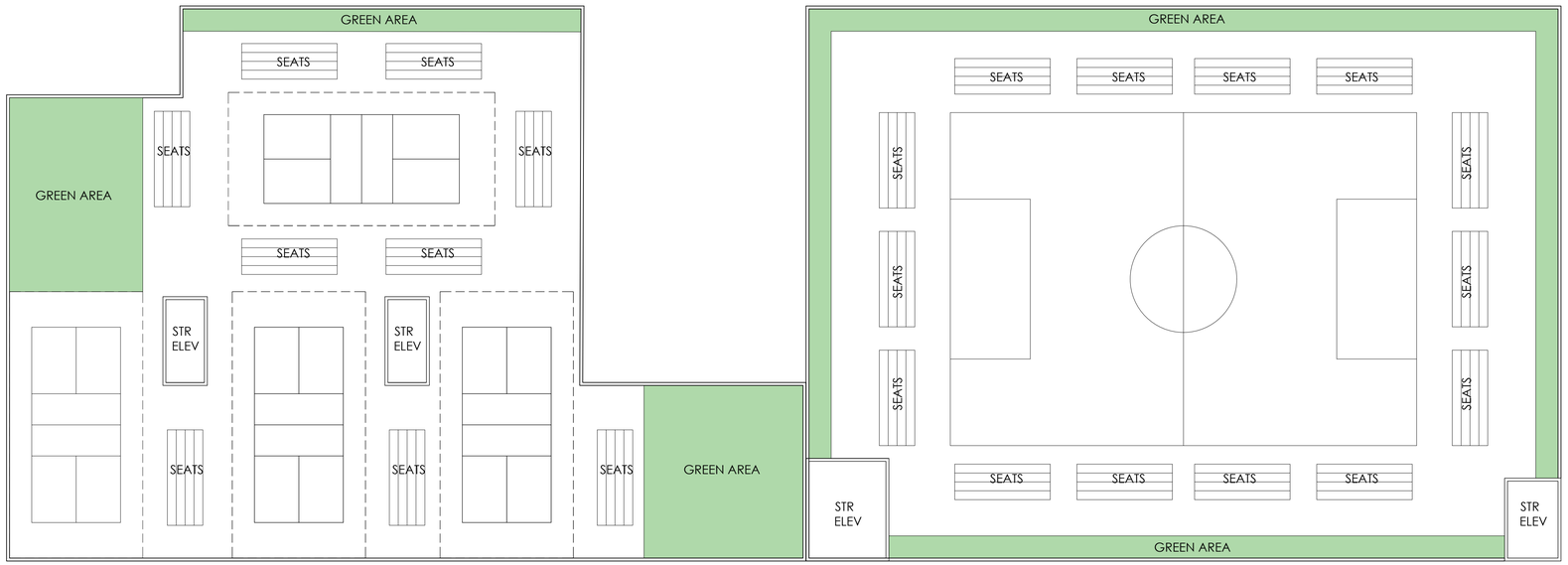
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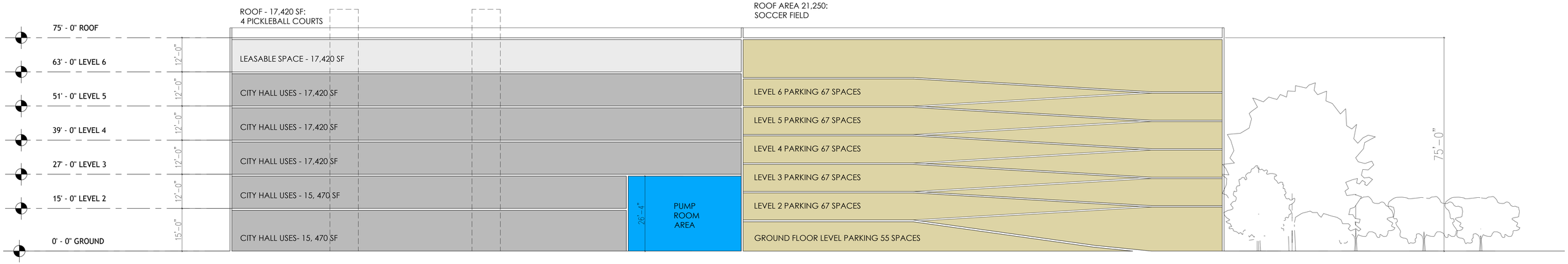
STR ELEV

FIU Architecture | Town of Bay Harbor Islands City Hall & Parking Building Envisioning Study | 1/16" = 1'-0" | 6 FLOOR PLAN | 4-17-2024 UPDATES



ROOF PLAN 1 : WITH COURTS ON ROOF = 390 SPACES

SECTION 1: WITH COURTS ON ROOF = 390 SPACES



TOTAL GARAGE PARKING 390 SPACES

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 19.

ITEM: Consideration and **Approval** of a member to the Mitigation Committee.

DESCRIPTION:
Section 5 ¾-156 of the Town Code established the Litigation Committee with the authority to settle or otherwise resolve violations of the Town Code and the penalties thereunder. The Committee consisted of Vice Mayor Isaac Salver, Council Member Robert Yaffe, and former Mayor Elizabeth Tricoche. A vacant seat now exists on the Committee.

On April 10, 2024, the Town Council adopted Ordinance No. 1094 changing the name to the Mitigation Committee. A new appointee is required to fill the vacancy on the Mitigation Committee.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

1.	1094 - Mitigation Committee

ORDINANCE NO. 1094

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 5 ¾-16 OF THE TOWN CODE RENAMING THE LITIGATION COMMITTEE TO THE "MITIGATION COMMITTEE"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2.11 of the Town Charter authorizes the Town Council to create Boards and Committees; and

WHEREAS, Section 5 ¾-16 of the Town Code of Ordinances established the Litigation Committee with the authority to settle or otherwise resolve violations of the Town Code and the penalties arising thereunder; and

WHEREAS, the Town Council desires to change the name of the Litigation Committee to the Mitigation Committee to more accurately represent the matters that the committee considers in mitigating fines imposed by the Special Magistrate; and

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, AS FOLLOWS:

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

Section 2. Town Code Amended. That Section 5 ¾ - 16 of the Code of Ordinances of the Town of Bay Harbor Islands is hereby amended to rename the Litigation Committee to the Mitigation Committee. New Language is indicated by underlining and deleted language by ~~strikethrough~~.

Sec. 5 3/4-16. ~~Litigation Committee.~~ Mitigation Committee

The Town shall have a ~~Litigation Committee~~ Mitigation Committee, consisting of three Town Council members, to be appointed by a majority vote of the Town Council from time to time. Notwithstanding any of the foregoing sections of this chapter, the Town's ~~Litigation Committee~~ and Mitigation Committee shall have the authority at all times to settle or otherwise resolve violations of the Town Code and the penalties arising thereunder. However, if the Town's ~~Litigation Committee~~ Mitigation Committee votes that a penalty or fine be mitigated in an amount greater than $75,000.00, then such mitigation shall not be final, but shall be submitted to the full Town Council for ratification and approval.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Code of Bay Harbor Islands, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. Repeal of Ordinances in Conflict

All ordinances or parts of ordinances in conflict herewith or inconsistent herewith, are hereby repealed, but only insofar as such ordinances may be inconsistent or in conflict with this Ordinance.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its adoption on second reading.

PASSED on First Reading this 21st day of February 2024.

PASSED AND ADOPTED on Second Reading this 20th day of March 2024.

ELIZABETH TRICOCHE
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 20.

ITEM: Discussion regarding Miami-Dade County's pending ordinance on scooters and electric bikes. Sponsored by Council Member Eric Rappaport.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Miami-Dade Ord. Micromobility 2-98.3

MEMORANDUM

Agenda Item No. 7(F)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	May 7, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Ordinance relating to operation of micromobility devices, electric bicycles, and motorized scooters in the incorporated and unincorporated areas of Miami-Dade County; creating section 2-98.3 of the Code; providing regulations for operation of micromobility devices, electric bicycles, and motorized scooters on rights-of-way; providing for legislative intent, applicability, and definitions; providing mechanism for municipal enforcement of regulations; providing for enforcement by civil penalty

A substitute was presented and forwarded to the BCC with a favorable recommendation at the April 8, 2024 Chairman's Policy Council and Intergovernmental Affairs Committee.

This substitute differs from the original item in that it: (1) changes and limits the scope of applicability from Countywide to that portion of Crandon Boulevard between the northern limits of the Village of Key Biscayne to the northern entrance of the Bill Baggs Cape Florida State Park; (2) specifically excludes wheelchairs and other power-driven mobility devices as defined under the Americans with Disabilities Act (ADA), 28 CFR § 35.104, as may be amended; (3) includes a sunset provision of 2 years from the effective date.

Rule 5.06(i) of the Board's Rules of Procedure provides that differences between an original item and a substitute item should be uniquely identified in the substitute by double underlining and double strike-through, or where such approach would not clearly show the difference or are not practical, by providing footnotes or comments on the item. Based on Rule 5.06(i), the preceding description of the differences between the original item and the substitute item is provided in lieu of double underlining and double strike-through.

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

Date: May 7, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Fiscal Impact Statement for Ordinance Relating to Regulations for Operation of Micromobility Devices

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The implementation of this Ordinance will not have a fiscal impact to Miami-Dade County, as the Miami-Dade Police Department can enforce the new ordinance as part of it's current regular operation.

James Reyes
Chief Public Safety Officer

Memorandum

Date: May 7, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Danielle Levine Cava
Mayor

Subject: Social Equity Statement for Ordinance Related to the Operation of Micromobility Devices, Electric Bicycles, and Motorized Scooters

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This Supplement No. 3 corrects information included in Supplement No. 2.

This proposed ordinance seeks to create Section 2-98.3 of the Code of Miami-Dade County, Florida, to regulate the operation of micromobility devices, electric bicycles, and motorized scooters. Persons choosing to operate a micromobility device, electric bicycle, or motorized scooter do so at their own risk, and must be observant of, and attentive to, the safety of themselves and other motorists, bicyclists, and pedestrians. Section 2-98.3 defines "micromobility device" as any motorized transportation device which can travel at speeds greater than 20 miles per hour on level ground. The term "micromobility device" also includes the terms "motorized scooter" and "electric bicycle," but specifically excludes wheelchairs and other power-driven mobility devices as defined under the American with Disabilities Act. This proposed ordinance has a sunset provision of two years from the effective date.

County residents and visitors to that portion of Crandon Boulevard between the northern limits of the Village of Key Biscayne to the northern entrance of the Bill Baggs Cape Florida State Park have a growing interest in using personal micromobility devices for transportation and recreational purposes. These devices meet the transportation needs of this community and help to promote environmental goals, because they are battery-powered, and thus emission-free.

This proposed ordinance creates a social benefit for the impacted County residents and visitors who may not have access to an automobile or public transit and desire an alternative mode of transportation. Moreover, this ordinance will provide equitable access to mobility by increasing travel options for individuals who do not live or work within walking distance of public transit stations. By regulating the safe operation of micromobility devices, said residents and visitors can more easily travel throughout the County for work or leisure. This proposed ordinance has the potential to create a social burden should it encourage greater ridership which in turn may create additional danger on the roads to vehicular and pedestrian traffic due to issues such as overcrowding and careless operation. App-based micromobility services can also be a burden for unbanked individuals or communities that lack accessibility to cell phones or internet services.

James Reyes
Chief of Public Safety

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 7, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 7(F)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
✓	**6 weeks required between first reading and public hearing**
✓	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(F)
5-7-24

ORDINANCE NO. _____

ORDINANCE RELATING TO OPERATION OF MICROMOBILITY DEVICES, ELECTRIC BICYCLES, AND MOTORIZED SCOOTERS IN THE INCORPORATED AND UNINCORPORATED AREAS OF MIAMI-DADE COUNTY; CREATING SECTION 2-98.3 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING REGULATIONS FOR OPERATION OF MICROMOBILITY DEVICES, ELECTRIC BICYCLES, AND MOTORIZED SCOOTERS ON RIGHTS-OF-WAY; PROVIDING FOR LEGISLATIVE INTENT, APPLICABILITY, AND DEFINITIONS; PROVIDING MECHANISM FOR MUNICIPAL ENFORCEMENT OF REGULATIONS; PROVIDING FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, the public has a growing interest in using personal micromobility devices, including electric bicycles, motorized scooters, and rented micromobility devices (collectively "micromobility devices") for transportation and recreational purposes; and

WHEREAS, in addition to meeting the transportation needs of local communities, micromobility devices may help to promote environmental goals, because they are battery-powered, and thus emission-free; and

WHEREAS, this Board supports the safe use of low-cost, energy-efficient micromobility devices on County roads; and

WHEREAS, sections 316.2128 and 316.20655, Florida Statutes, regulate micromobility devices and authorize the County, under certain circumstances, to adopt an ordinance governing the operation of micromobility devices on streets, highways, sidewalks, and sidewalk areas under the County's jurisdiction; and

WHEREAS, section 1.01(A)(1) of the Miami-Dade County Home Rule Charter vests this Board with the power to "carry on a central metropolitan government" by, among other powers, "provid[ing] and regulat[ing] arterial, toll, and other roads, bridges, tunnels, and related facilities; . . . and develop[ing] and enforce[ing] master plans for the control of traffic and parking"; and

WHEREAS, among other mechanisms, this Board has exercised this power through adoption of ordinances that have been codified in the Code of Miami-Dade County, Florida (the "Code"); and

WHEREAS, section 2-95.1 of the Code empowers and imposes the duty and responsibility on the Department of Transportation and Public Works (DTPW) to provide, develop, maintain, improve, implement, and enforce a master plan for the control, regulation, and appropriate movement of traffic throughout the County, including both the incorporated and unincorporated areas thereof; and

WHEREAS, section 2-95.1 also grants DTPW exclusive jurisdiction over all matters of traffic engineering Countywide, subject only to the jurisdiction of the state road department with respect to state highways; and

WHEREAS, section 2-96.1 of the Code vests DTPW with the exclusive jurisdiction to address traffic movement, traffic engineering, and traffic control devices throughout the County; and

WHEREAS, this Board wishes to authorize municipalities to regulate the operation of micromobility devices on County-owned or -maintained roads and sidewalks in the incorporated areas, and subject to legislation sponsored by the district commissioner in whose district any portion of a municipality lies approving an interlocal agreement, delegate to municipalities the

authority to enforce the County's micromobility device regulations within their respective jurisdictions, which may include the authority provided in chapter 8CC of the Code for municipalities to use the County's code enforcement system under certain circumstances for such enforcement; and

WHEREAS, the Board wishes to implement this regulatory structure on a limited basis prior to determining whether to apply such regulations Countywide,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The foregoing recitals are incorporated herein and are approved.

Section 2. Section 2-98.3 of the Code of Miami-Dade County, Florida, is hereby created to read as follows:[1]

>>**Section 2-98.3 – Regulation of Micromobility Devices, Electric Bicycles, and Motorized Scooters**

(1) *Legislative Intent.* It is the intent of this section to, under certain circumstances, authorize municipal regulation of the operation of micromobility devices, electric bicycles, and motorized scooters upon County maintained roads and sidewalks in certain incorporated areas of the County. Adoption of this section shall not be relied upon as a determination that the operation of micromobility devices, electric bicycles, and motorized scooters on roads or public sidewalks is safe or advisable. All persons operating micromobility devices, electric bicycles, and motorized scooters do so at their own risk, and must be observant of, and attentive to, the safety of themselves and other motorists, bicyclists and pedestrians.

[1] Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

(2) *Applicability.*

(a) This section shall be applicable to Crandon Boulevard between the northern limits of the Village of Key Biscayne to the northern entrance of Bill Baggs Cape Florida State Park, upon the municipality through which such road traverses entering into an interlocal agreement as provided in this section.

(b) This section shall not be construed to regulate "wheelchairs" or "other power-driven mobility devices" as defined under the Americans with Disabilities Act (ADA), 28 CFR § 35.104, as may be amended.

(3) *Definitions.* As used in this section:

(a) "*County-owned*" means (i) property in which the County has a property interest, such as fee simple ownership or an easement, and (ii) property that the County maintains regardless of ownership, such as rights-of-way that are in incorporated areas but are maintained by the County.

(b) "*Director*" shall be as defined in section 2-99.

(c) "*Electric bicycle*" or "*e-bike*" means a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts. This term includes devices defined as electric bicycles pursuant to section 316.003(23), Florida Statutes, as may be amended. However, this term does not include "wheelchairs" or "other power-driven mobility devices" as defined under the ADA, 28 CFR s. 35.104, as may be amended.

(d) "*Motorized scooter*" or "*scooters*" means any vehicle or micromobility device, other than an electric bicycle, that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at

a speed greater than 20 miles per hour on level ground. This term includes those devices defined as motorized scooters pursuant to section 316.003(48), Florida Statutes, as may be amended. However, this term does not include "wheelchairs" or "other power-driven mobility devices" as defined under the ADA, 28 CFR s. 35.104, as may be amended.

(e) "*Micromobility device*" means motorized scooters and electric bicycles as defined herein, and shall include any motorized transportation device which is incapable of traveling at speeds greater than 20 miles per hour on level ground. This term shall also include those devices defined in section 316.003(41), Florida Statutes, as may be amended. However, this term does not include "wheelchairs" or "other power-driven mobility devices" as defined under the ADA, 28 CFR § 35.104, as may be amended.

(f) "*Rider*" *or* "*operator*" means a person riding, driving, or otherwise operating a micromobility device.

(g) "*Right-of-way*" means land devoted to or required for use as a roadway, sidewalk, or other associated feature, and includes, without limitation, (i) all existing or dedicated road rights-of-way and (ii) all proposed dedications of road rights-of-way set forth on official grading and drainage plans approved pursuant to tentative plats.

(h) "*Sidewalk*" means that portion of a right-of-way between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

(4) *Operation and parking.*

(a) Riders of micromobility devices shall comply with all applicable state and County traffic laws, rules, and regulations as may be applicable to such devices.

(b) Ridership of more than one person on any micromobility device is prohibited, unless such micromobility device is specifically designed to

carry more than one person. This restriction shall not be construed to prohibit an adult rider from carrying a child securely attached to his or her person in a backpack or sling.

(c) The maximum speed of a micromobility device on a County-owned right-of-way shall be limited to 20 miles per hour.

(d) The operation of micromobility devices upon a public sidewalk or walkway is prohibited except for the purpose of parking the device in a location designated for the parking of such devices by the County or applicable municipality.

(e) Micromobility devices shall only be operated within bike lanes, if available, or upon streets with a posted speed limit of 30 mph or less.

(f) Micromobility devices shall not be parked:

(i) upon any County-owned roadway or sidewalk, except in a location designated for such parking;

(ii) in a manner that obstructs the ingress or egress from any park or parking location; or

(iii) in a manner that prevents any sidewalk or walkway from maintaining at least 3 feet of walkway clearance.

(g) Riders of micromobility devices may be ticketed for traffic violations, as applicable, in the same manner as motor vehicles.

(5) *Enforcement by municipalities.* A municipality may, upon approval by the Board of County Commissioners of an interlocal agreement between the County and such municipality, enforce the provisions of this section as it relates to roads within the boundaries of said municipality. The agenda item approving such interlocal agreement shall be sponsored by a district commissioner in whose district any portion of such municipality lies.

(6) *Enforcement.*

(a) Any person violating a provision of this chapter shall be subject to the penalties and remedies provided in section 1-5 and chapter 8CC and any other penalties or remedies provided by law.

(b) Each violation, and each day, or portion thereof, that a violation of this section exists shall constitute a separate offense.

(c) Pursuant to section 8CC-3 and subject to entering into an interlocal agreement as provided in this section, a municipality may designate code inspectors to issue civil violation notices for violations of this article.

(d) A municipality entering into an interlocal agreement as provided in this section may in the alternative provide for enforcement in accordance with its own procedures.

(7) *Municipal regulations.*

(a) A municipality may adopt additional rules restricting micromobility devices on County-owned roads within the boundaries of such municipality, subject to the following:

(i) Any such additional restrictions shall be included in the interlocal agreement with the County authorizing the municipality's enforcement of the provisions of this section.

(ii) Such additional restrictions shall not be enforceable until adopted by municipal ordinance in accordance with section 316.008, Florida Statutes, as may be amended.

(iii) The municipality shall be responsible for providing a method of enforcement for any such additional restrictions.

(b) A municipality entering into an interlocal agreement with the County for the enforcement of this section shall:

(i) prior to its enforcement of this section, be required to carry out a public information and awareness campaign of no fewer than 60 days to educate its residents and visitors about the provisions of this section; and

(ii) be responsible for posting appropriate signage providing notice to riders of the applicable regulations.<<

Section 3. Section 8CC-10 of the Code of Miami-Dade County, Florida is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

* * *

Code Section	*Description of Violation*	*Civil Penalty*
	* * *	
>>2-98.3	Wrongful operation of micromobility device. First offense: Second or subsequent offense:	 $250.00 $500.00<<
	* * *	

Section 4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 5. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

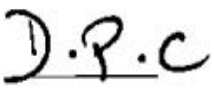
Section 7. This ordinance shall stand repealed 2 years from its effective date.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



Dale P. Clarke
Bruce Libhaber

Prime Sponsor: Commissioner Raquel A. Regalado

AGENDA ITEM REPORT
May 8, 2024

ITEM NUMBER: 21.

ITEM: Discussion and **Possible** action relating to the Town Manager's resignation tendered on April 8, 2024. Sponsored by Council Member Isaac Salver.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
There is no fiscal impact related to the discussion item.

BUDGET IMPACT:

ATTACHMENTS

1.	FW_ Withdrawal of Letter of Retirement
2.	Retirement Letter

From:	Maria Lasday
To:	Yvonne Hamilton
Subject:	FW: Withdrawal of Letter of Retirement
Date:	Friday, May 3, 2024 3:46:05 PM
Attachments:	image001.png

From: Maria Lasday
Sent: Monday, April 22, 2024 4:21 PM
To: Isaac Salver <isalver@bayharborislands-fl.gov>; Joshua D. Fuller <jfuller@bayharborislands-fl.gov>; Robert Yaffe <ryaffe@bayharborislands-fl.gov>; Stephanie Bruder <sbruder@bayharborislands-fl.gov>; Molly Diallo <mdiallo@bayharborislands-fl.gov>; Teri Damico <tdamico@bayharborislands-fl.gov>; Erick Rappaport <erappaport@bayharborislands-fl.gov>
Cc: Joseph Geller <Joseph.Geller@gmlaw.com>; Yvonne Hamilton <yhamilton@bayharborislands-fl.gov>
Subject: Withdrawal of Letter of Retirement

Good Afternoon, Mayor, Vice Mayor and Town Council,

After further discussions with my family, I have decided to postpone retirement. I am hereby withdrawing my Letter of Retirement.

I am sorry for the confusion.

Sincerely,

Maria

Maria Lasday
Town Manager
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154
Office (305) 866-6241
Email: mlasday@bayharborislands-fl.gov
Website: www.bayharborislands-fl.gov

Please note: Florida has a very broad public records law. Most written communications to or from public agencies

regarding government business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message is subject to public disclosure.

Memorandum

To: Bay Harbor Islands Town Council
From: Maria Lasday, Town Manager
Date: April 8, 2024
Re: Retirement

Dear Town Council,

Please accept this letter as formal notification of my retirement as the Town of Bay Harbor Islands Town Manager, effective on October 4, 2024. This was not an easy decision to come to, but after much deliberation, I feel that it is best for me to spend more time with my family and pursue other endeavors.

I would like to thank the Town Council, the staff, and residents of Bay Harbor Islands for the opportunities you have provided me these last four years. It's been an honor to work with a hardworking and professional staff and engaged elected officials.

I will work with staff on the Fiscal Year 2024-2025 budget and complete the budget process before I retire. Please let me know what else I can do to facilitate a smooth transition.

Sincerely,

Maria Lasday

Maria Lasday
Town Manager
Bay Harbor Islands