



MEMORANDUM

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Date: July 5, 2023
To: Ralph Rosado, Ph.D., AICP, Village Manager
From: Silvia E. Vargas, FAICP, LEED AP, Village Planner
Subject: 1819-1855 79th St. Causeway – Administrative Warrant

I. Basic Information

1. Applicant: North Bay Village Holdings, LLC
2. Site Address: 1819-1855 79th Street (Kennedy) Causeway
3. Site Acreage: 2.31 acres (100,592 sq. ft.)
4. Folio No.: 23-3209-000-0120
5. Current Use of Property: Mixed-use (hotel, restaurant, dockage)
6. Future Land Use Designation: Commercial
7. Zoning District: T6-30
8. Adjacent Land Uses:
 - North: Biscayne Bay
 - East: Multifamily residential
 - West: Surface parking
 - South: Multifamily residential

II. Background Information

1. *Date of Related Site Plan Approval:* On January 10, 2023, the Village Commission approved, via Resolution No. 2023-002 (included as Attachment A), a Site Plan consisting of a 30-story, 340-foot building encompassing 345 residential units, plus complementary indoor and outdoor resident amenities; 273 hotel rooms; approximately 7,500 sq. ft. of meeting space; 20,232 sq. ft. of restaurant space; 2,594 sq. ft. of retail space; and 677 parking spaces in a parking structure.
2. *Ancillary Approvals:* Development Agreement Resolution No. 2023-003 (included as Attachment B). The request is subordinate to the above-referenced approvals.
3. *Nature of the Administrative Warrant Request:* The Site Plan included a waterfront dining terrace, with seating extending onto part of the Island Walk. Per Section 15.3.A.2.e.(2)(c)iii., outdoor dining areas on sidewalk or Island Walk easements are approved by administrative warrant.

The project was approved with a condition (stated in both above referenced resolutions) that the ability to place chairs and tables for outdoor dining within

specified sections of the Island Walk easement would be conditional upon the Applicant securing approval of an administrative warrant request. The Warrant application package is included as Exhibit C.

Landscape and Public Realm Condition No. 3 further states that “no outdoor dining furnishings shall be placed at any time within the Island Walk’s Safety Zone, from the eastern edge of the portion of the Shuckers restaurant to the eastern property line where another restaurant is to be located.” This condition was further explained in Paragraph 7.c.ix of the Development Agreement to state “no outdoor dining furnishings shall be placed at any time within the Island Walk’s Safety Zone (as set forth in Section 15.3.A.2.g.(2)(c)i. of the ULDC) from the eastern edge of the portion of the Shuckers restaurant seating that extends north of the sea wall to the eastern property line (where another restaurant is to be located).”

III. Basis for Requested Modification

Section 15.3.A.2.e.(2)(c)iii. of the ULDC states that “outdoor dining areas on sidewalk easements and the Island Walk easement are encouraged and allowed by Warrant, subject to the following standards:

- (i) Outdoor dining areas may be separated from public walkways and streets using railings, wrought-iron fences, planters, and landscaping; and
- (ii) A minimum unobstructed pedestrian path of at least five (5) feet wide shall be provided.”

Section 15.1.H.4.a.(1) defines Warrants as permits for a minor deviation from the Uses allowed by the Form-Based Code, which are granted administratively by the Village Manager upon review and recommendation by the Planning and Zoning Official without further review or approval by the Planning & Zoning Board or the Village Commission.

The proposed deviation is within the parameters of a Warrant process, which is established in Sec. 15.1 (H)(4)a.(1), along with the criteria for granting such deviations, as appropriate to the nature of the Warrant involved and the particular circumstances of the case, when doing so promotes the intent of the particular Transect Zone where the proposal is located; is consistent with the guiding principles of the NBV100 Master Plan; the manner in which the proposed use will operate given its specific location and proximity to less intense uses; and the Design Review Criteria defined in Section 15.7.l., as applicable.

IV. Consistency with the ULDC (Form-Based Code) and the NBV100 Master Plan:

Upon review of the Warrant application pursuant to the process described in Section 15.1.H.4.(a)iii., the Planning and Zoning official finds that the proposed deviation is consistent with the guiding principles of the NBV100 Master Plan. The Master Plan re-envisioned shoreline access as the Island Walk, with improved standards and amenities, as a means to embrace the waterfront and improving waterfront accessibility. The Master Plan encourages restaurants and retail to front the Island Walk and to have outdoor seating to enliven the experience. Flexibility on the placement of the required 18-ft. easement within the minimum 25-ft. setback is allowed to facilitate activities such as restaurant seating along the water’s edge.

The deviation is minor, as the proposed outdoor seating is ancillary to the restaurant use, which was granted approval by the Village Commission per Resolution 2023-002. Outdoor dining areas on the Island Walk are encouraged by a provision of the Form-Based Code which is consistent with the principles of the Master Plan for this area, as described above, and which promotes the intent of the Island Walk described in Section 15.3.A.2.g.(2)(a).

Further, the proposed deviation also supports principles of intent of the Kennedy Boulevard District (KBD) established in Section 15.3.A.1.a, in particular the principle of improving standards for a wider, more active, and more accessible Island Walk.

The deviation does not prevent the project from meeting the applicable Design Review Criteria outlined in Sec. 15.7.1 of Chapter 15 of the ULDC, which have been reviewed and were found to be met in the Site Plan, as approved via Resolution 2023-002, including.

The Applicant has met the procedural requirements of Sec. 15.1.H.4.a. At the time of application, the Applicant notified (via certified mail with verification submitted to the Village with the application) all abutting property owners, including those across the street, pursuant to Sec. 15.1.H.4.b.(1)i. and ii.

Upon issuance of the Village Manager's decision on this Waiver request, notice of the decision will be posted on the Village website within five (5) days of the written decision.

V. Recommendation: Approval, subject to the conditions listed below.

VI. Conditions of Site Plan Approval:

1. This administrative Warrant permits the placement of chairs and table for outdoor dining within the Island Walk easement, limited to the areas indicated on the Site Plan attached as Exhibit D (Sheet A2.00).
2. The overall width of the Circulation Zone shall not be reduced to less than 12-feet wide, with an unobstructed pedestrian walkway of at least six (6) feet in width maintained at all times along the entire length of the easement.
3. No chairs or tables shall be placed at any time within the Island Walk's Safety Zone from the eastern edge of the portion of the Shuckers restaurant seating that extends north of the sea wall to the eastern property line (where another restaurant is to be located).
4. Approval of this administrative Warrant is complementary to the Site Plan Modification approval granted via Resolution No. 2023-002 and as such pertains to the full site plan set sanctioned and referenced in said resolution.
5. All relevant conditions of Resolutions No. 2023-002 and 2023-003 apply to this approval.
6. The Warrant shall be valid for a period of two (2) years during which a building permit or Certificate of Use must be obtained. This excludes a demolition or landscape permit.
7. A one-time extension of the Warrant, for a period not to exceed an additional year, may be obtained if approved by the Village Manager

VII. Attachments

Attachment A: Resolution 2023-002 (p. 6)

Attachment B: Resolution 2023-003 (p. 90)

Attachment C: Administrative Warrant Application Package (p. 123)

Attachment D: Site Plan Indicating Areas within Island Walk Easement Approved for Outdoor Dining (p. 148)

Attachment A (with Plan Attachments)

RESOLUTION NO. 2023-002

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") APPROVING WITH CONDITIONS A SITE PLAN BY NORTH BAY VILLAGE HOLDINGS, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, FOR DEVELOPMENT OF A 30-STORY (340-FT. TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS 345 DWELLING UNITS, INCLUDING 18 WORKFORCE HOUSING UNITS, PLUS COMPLEMENTARY RESIDENT AMENITIES; 273 HOTEL ROOMS; APPROXIMATELY 7,500 SQ. FT. OF MEETING SPACE; 20,232 SQ. FT. OF RESTAURANT SPACE AND A WATERFRONT TERRACE; 2,594 SQ. FT. OF RETAIL SPACE; AND 677 PARKING SPACES; TO BE CONSTRUCTED ON AN APPROXIMATELY 2.31 ACRE SITE LOCATED AT 1819-1855 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village Holdings, LLC, ("the "Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, and Chapter 15 of the Village's Unified Land Development Code ("ULDC"), seeking approval of a site plan for a project on approximately 2.31 acres, identified by Folio No. 23-3209-000-0120, located at 1819-1855 79th St. Causeway (Kennedy Causeway), as legally described in the Legal Description attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the project consists of a 30-story, 340-foot-tall mixed-use project consisting substantially of the following: 345 residential units, plus complementary indoor and outdoor resident amenities; 273 hotel rooms; approximately 7,500 sq. ft. of meeting space; 20,232 sq. ft. of restaurant space as well as a waterfront dining terrace (with outdoor dining on the Island Walk to be approved administratively via separate Warrant); 2,594 sq. ft. of retail space; and 677 parking spaces in a parking structure (collectively, the "Project"); and

WHEREAS, the Site Plan for the Project is attached hereto as Exhibit B; and

WHEREAS, the Project is to be constructed in the T6-30 transect zone on the north side of Kennedy Causeway, which transect zone encourages mixed-use

developments, with a maximum building height of 340 feet and a base density of 70 units per acre and density bonuses approvable by the Commission upon the allocation of non-subsidized workforce housing and payment of a Community Contribution Fee assessed by the Village; and

WHEREAS, Village Staff reviewed the Project and found its density, intensity, and uses consistent with the T6-30 transect zone, the Commercial Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and the Village's goal, as articulated in the NBV100 Master Plan, to revitalize its commercial sector and attract new mixed-use developments to its Village center, and recommends approval subject to the conditions herein; and

WHEREAS, pursuant to Section 8.15 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on tentative terms of a development agreement, which memorializes density bonus requirements, building area in the Project, and other requirements, and which will be considered by the Village Commission immediately following consideration of the Site Plan Application; and

WHEREAS, after a duly noticed public hearing held on December 7, 2022, the Planning and Zoning Board by a vote of 4-0 recommended approval of the Site Plan, subject to the conditions set forth and included below in Section 2; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on January 10, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is consistent with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Chapter 15 of the ULDC, the site plan for the Project to construct a mixed-use development project shall consist of 345 residential units, plus complementary indoor and outdoor resident

amenities; 273 hotel rooms; approximately 7,500 sq. ft. of meeting space; 20,232 sq. ft. of restaurant space and a waterfront terrace; 2,594 sq. ft. of retail space; and 677 parking spaces in structured parking, as provided in Exhibit “B,” which is incorporated herein and made a part hereof by this reference, is hereby approved, subject to the following conditions:

General conditions

1. This Site Plan approval shall be valid for two (2) years plus a one-year extension, hereby granted by the Village Commission pursuant to Section 15.2.h.1.a of the ULDC, for a total period of three (3) years. No more than one (1) additional one-year renewal may be granted (for a total of four (4) years), subject to approval by the Village Commission pursuant to Section 15.2.h.1.a of the ULDC.
2. To avoid expiration of the approved plans, the Applicant shall apply for a full building permit within two (2) years of the date of the Site Plan approval, and shall obtain a full building permit within three (3) years of the date of the Site Plan approval.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Construction of the Project shall be in substantial conformance with the following documents:
 - Boundary Survey prepared by J. Hernandez & Associates, dated 07/21/2022.
 - Architectural plans prepared by Kobi Karp Architecture and Interior Design, dated 12/1/2022 and sealed on 12/19/2022 by Kobi Karp:
 - Sheets A0.00: Cover Sheet
 - Sheet A0.01: Drawing Index
 - Sheet A0.02: Project Data
 - Sheet A0.03: Location Map
 - Sheet A0.04: Aerial Views
 - Sheet A0.05: Existing Conditions
 - Sheet A1.00: Unit Matrix
 - Sheet A1.01: FLR Diagram
 - Sheet A1.02: Zoning Diagrams
 - Sheet A1.03: Principal Frontage and Door Location
 - Sheet A2.00: Floor Plan – Site Plan
 - Sheet A3.01: Floor Plan – Level 1 (Ground Floor)
 - Sheet A3.02: Floor Plan – Level 2 (51 hotel rooms)
 - Sheet A3.0M: Floor Plan – Mezzanine Levels (23 hotel rooms each level)
 - Sheet A3.03: Floor Plan – Levels 3-5 (51 hotel rooms each level)

- Sheet A3.06: Floor Plan – Level 6
- Sheet A3.07: Floor Plan – Level 7-29
- Sheet A3.30: Floor Plan – Level 30
- Sheet A3.31: Floor Plan – Roof Deck
- Sheet A4.00: Proposed Elevation North
- Sheet A4.01: Proposed Elevation South
- Sheet A4.02: Proposed Elevation East
- Sheet A4.03: Proposed Elevation West
- Sheet A4.50: Rendered Elevation North
- Sheet A4.51: Rendered Elevation South
- Sheet A4.52: Rendered Elevation East
- Sheet A4.53: Rendered Elevation West
- Sheet A5.00: Building Section A
- Sheet A5.01: Building Section B
- Sheet A5.02: Front Site Sections
- Sheet A5.03: Waterfront Site Sections
- Sheet A6.00: Rendering
- Sheet A6.01: Rendering
- Sheet A6.02: Rendering
- Sheet A6.03: Rendering
- Sheet A6.04: Rendering
- Sheet A6.05: Rendering
- Sheet A6.06: Rendering
- Sheet A6.07: Rendering
- Sheet A6.08: Rendering
- Sheet A6.09: Rendering
- Sheet A6.10: Rendering
- Sheet A6.11: Rendering
- Landscape Plans prepared by Architectural Alliance Landscape, dated 12/01/22, resubmittal dated 12-19-2022 and sealed by Hugh F. Johnson:
 - Sheet L-100: Paving Plan (Key Map)
 - Sheet L-101: Paving Plan (NE section)
 - Sheet L-102: Paving Plan (SE section)
 - Sheet L-103: Paving Plan (NW section)
 - Sheet L-104: Paving Plan (SW section)
 - Sheet L-105: Site Furnishings Cut-Sheets
 - Sheet L-106: Site Furnishings Cut-Sheets
 - Sheet L-200: Landscape Plan (Key Map)
 - Sheet L-201: Landscape Plan (NE Section)
 - Sheet L-202: Landscape Plan (SE Section)
 - Sheet L-203: Landscape Plan (SW Section)
 - Sheet L-204: Landscape Plan (NW Section)

- Sheet L-205: Amenity Level Landscape Plan (NE Section)
- Sheet L-206: Amenity Level Landscape Plan (SE Section)
- Sheet L-207: Amenity Level Landscape Plan (SW Section)
- Sheet L-208: Amenity Level Landscape Plan (NW Section)
- Sheet L-209: Roof Level Landscape Plan
- Sheet L-210: Landscape Notes and Details
- Sheet L-220: Tree Disposition Plan
- Level of Service (LOS) Assessment prepared by Ross Engineering (undated)
- Traffic Impact Analysis prepared by NV5, dated December 1, 2022.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement, if warranted, memorializing the Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.
2. The Development Agreement shall reflect any additional terms imposed by the Village Commission as conditions of approval and shall be executable by the Village and the owner of the subject property following Commission approval.

Administrative Approval for Deviations:

1. The ability to place chairs and tables for outdoor dining within specified sections of the Island Walk easement shall be conditional to the Applicant securing approval for an administrative warrant pursuant to Sec. 15.1 (H)4.a.(1) and Section 15.3.A(2)(e)(2)(c). Until such time as the Warrant is approved and all conditions for the Warrant are complied with, the chairs and tables depicted in the plans as within the easement shall not be considered permitted.

Workforce Housing, Density Bonus and Community Contribution Fee:

1. A minimum of five percent (5 %) of the total 345 proposed units (which equates to 18 units) shall be provided and maintained as non-subsidized workforce housing. The units shall be undistinguishable from ownership units, shall be of a variety of sizes, and shall be distributed throughout the project.
2. Subject to paragraph 1 of "Prior to issuance of a Certificate of Occupancy" section, the Applicant shall pay the applicable Community Contribution Fees assessed by the Village per additional unit of density above 70 units per acre, in compliance with Subsection 15.2.H.2. of the ULDC and Resolution No. 2021-010. Rental rates for workforce housing units shall be calculated consistent with Section 15.2.1 of the ULDC based on the Village's prevailing formula at the time of rental.
3. The Applicant shall pay twenty-five percent (25%) of the total applicable Community Contribution Fee within 90 days of the effective date of the Development Agreement.

The remaining seventy-five percent (75%) shall be payable prior to or upon the issuance of the building permit. All Community Contribution Fees shall be nonrefundable. The Community Contribution Fee shall be reduced as set forth in Section 2 of Resolution No. 2021-010 for the applicable period of approval (i.e., between 18 and 24 months after adoption of the Form-Based Code, which results in reductions to 50% of assessed fees for units between 71 and 120 units per acre, and 75% of assessed fee for units between 121 and 150 units per acre).

Landscape and Public Realm:

1. The Applicant shall comply with the following provisions and conditions set by the Miami-Dade County Shoreline Development Review Committee, as reflected in Resolution 22-SDRC-009, included herein as Exhibit "C," except as modified by Section 7.c.i of the Development Agreement.
2. The public easement shall contain a covenant and restriction that the Island Walk will remain an open space boardwalk with landscaping and other amenities to be accessible for use by the public, with operating times consistent with the terms of the Development Agreement.
3. No outdoor dining furnishings shall be placed at any time within the Island Walk's Safety Zone, from the eastern edge of the Shuckers restaurant to the eastern property line where another restaurant is to be located.
4. The green wall system design and maintenance plan shall meet the standards of Sections 8.27 and 9.8.1 of the ULDC.
5. The Applicant shall revise the landscape plans to demonstrate that adequate growing space will be provided for the root system of the proposed palms to be located along the Island Walk. This could mean using of a suspended pavement system below the walk, structural soil, or an equivalent alternative to support landscaped areas along the dedicated bay walk promenade.
6. The specifications for the proposed pedestrian-scale light poles and drinking fountains shall be provided as per requirements of Section 15.3.A(2)(g)(2)(c) Design Standards for Island Walk of the ULDC.
7. Per Section 15.3.A.2.g.(4), the public waterfront easement shall be recorded with the Village prior to the issuance of a Certificate of Occupancy.

Infrastructure/Drainage:

1. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of building permit application.
2. The Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami-Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.

3. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to permit approval.
4. Along with drainage calculations, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
5. As necessary to serve the project, the Applicant shall commit to install an onsite lift station onsite and related force main connections pending the Village's completion of improvements to bring the sewer system into compliance.

Traffic/Circulation/Parking:

1. The Applicant shall obtain FDOT approval for the right-of-way connections and related improvements under FDOT jurisdiction prior to issuance of a building permit.
2. The Applicant shall update (as necessary), validate, and resubmit the Valet Queuing Calculations and Assumptions to the Village for review and approval.
3. The Applicant shall provide no less than the minimum number of valet runners required to accommodate demand during the hotel's PM peak hours (estimated at this time to be six (6) attendants, with the number to be confirmed per condition No. 2 above).
4. The following traffic operation mitigation improvements shall be completed prior to the issuance of a Certificate of Occupation for the project, subject to approval and implementation by FDOT:
 - 79th St. Causeway (SR 934) & Hispanola Avenue
 - Reduce cycle length from 150 seconds to 120 seconds
 - 79th St. Causeway & 1800 Block/Site Driveway 1
 - Reduce cycle length from 150 seconds to 120 seconds
 - Add eastbound left protected permitted phasing
 - Extend eastbound left storage bay to 125 feet
 - 79th St. Causeway & E Treasure Drive
 - Reduce cycle length from 150 seconds to 120 seconds
 - Remove northbound and southbound split phasing
5. The Applicant shall continue to work with FDOT and the Village to identify necessary improvements, with the Applicant paying its fair share, to mitigate queuing beyond provided storage bays along 79th Street Causeway related to the Shuckers project; provided, however, that such improvements shall be limited to addressing the incremental impact of this Project.
6. The Applicant shall provide a signing and pavement marking plan including callouts labels for the traffic control devices.

7. The Applicant shall provide an auto-turn exhibit for emergency vehicles, deliveries, and solid waste pick-up trucks to ensure proper site circulation and adequate maneuverability.
8. Plans provided for building permit shall include a maneuverability analysis for service vehicles entering and leaving the property.
9. Consider providing a back-out area for the two parking stalls at the northwest corner of the parking drive aisles for all parking levels.
10. Ensure that delivery and garbage truck operating times do not overlap with the project peak hour traffic.
11. The design of the parking structure shall follow standards of Section 9.3 of the ULDC.
12. Vehicular traffic in the View Corridor shall be limited to using no more than fifty percent (50%) of the area of the corridor. Parking shall be precluded and standing vehicles shall not exceed twenty (20) minutes. Turning movements associated with access to loading docks are allowed.
13. Parking in the View Corridor is precluded and standing vehicles shall not exceed twenty (20) minutes.

Other:

1. Prior to the issuance of a building permit, the Applicant shall submit to the Planning and Zoning Official a temporary construction plan that includes a temporary construction parking plan, with an enforcement policy; a construction noise management plan with an enforcement policy; and a maintenance plan for the temporary construction site; these plans shall be subject to approval by the Village Manager and shall be enforced during construction activity. All construction activity shall remain in full compliance with the provisions of the submitted construction plan; failure to comply may lead to a suspension or revocation of the permit.
2. All rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or exceed the maximum height by ten feet prescribed in Section 15.2.(c)(4) of the ULDC.
3. The public-access waterfront walkway and major public access points around the site shall be marked with a standard Island Walk identification sign, to be specified by the Village. The shoreline signage concept included in Sheet L-105 of the Landscape Plan set shall be updated accordingly prior to the issuance of a building permit.
4. Adjacent, accessible publicly oriented private development, such as cafes or shops, shall identify the use in the Island Walk transition zone with signage in compliance with Shopfront standards in Section 15.2.E and Signage standards in Section 15.2.F. of the ULDC.
5. All signage shall comply with the restrictions of Section 15.6.E.

Prior to issuance of a Certificate of Occupancy

1. A development project whose site plan application was filed with North Bay Village prior to the effective date of Ordinance No. 22-013 is not subject to the provisions of said ordinance. Therefore, the Applicant shall submit documentation demonstrating compliance with the provisions of former Section 15.2.1., Workforce Housing Program Administration, of the Form-Based Code (Chapter 15) of the ULDC, as they existed prior to the adoption of Ordinance No. 22-013. The Applicant shall enter into a Workforce Housing Density Bonus Agreement, which shall set forth the commitments and obligations of the Applicant to ensure compliance with the applicable regulations.
2. The Applicant shall execute all documents deemed necessary by the Village regarding the provision of Workforce Housing Units in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.
3. Before the initial rental of any workforce unit, the Applicant shall record the required Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

The requested site plan meets the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval is not contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project supports the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project is compatible with surrounding intensities and densities of development, provides access to adequate light and air for surrounding properties, provides commercial use(s) intended to serve the needs of the residents; and creates a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

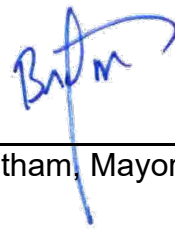
Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

The foregoing Resolution was offered by Commissioner Streitfeld who moved its adoption. The motion was seconded by Vice Mayor Chervony and upon being put to a vote, the vote was as follows:

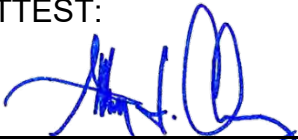
Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

PASSED AND ADOPTED on this 10th day of January, 2023.



Brent Latham, Mayor

ATTEST:



Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit "A"
LEGAL DESCRIPTION

Address: 1819-1855 79TH STREET (JFK) CAUSEWAY, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0120

The Easterly 310 feet of the Westerly 2110 feet of the following described tract of land, as measured along a line running at right angles to the Westerly line of said tract:

Commencing at the one half mile post on the West line of Section 9, Township 53 South, Range 42 East as shown on the map of Right of Way of proposed N.E. 79th Street Causeway, which same is recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County Florida run North 88 degrees 41 minutes 24 seconds East 1960.00 feet, then North 1 degree 37 minutes 08 seconds West 50.00 feet to the Point or place of beginning of the hereinafter described tract of land: thence continue North 1 degree 37 minutes 08 seconds West 129.730 feet to the point of curve of a curve to the right; thence to the right along said curve having an interior angle of 90 degrees 18 minutes 32 seconds and a radius of 50.00 feet for an arc distance of 78.809 feet to a point of tangency; thence North 88 degrees 41 minutes 24 seconds East 2169.97 feet to the point of curvature of a curve to the right; thence to the right along said curve, having an interior angle of 44 degrees 32 minutes 45 seconds and a radius of 600.00 feet for an arc distance of 466.483 feet to a point of tangency, thence South 46 degrees 45 minutes 51 seconds East 102.180 feet to the point of intersection with the northerly line of the existing right-of-way of said N.E. 79th Street Causeway; thence in a Southwesterly, Northwesterly and Westerly direction along the Northerly line of said existing right of way to the Point of Beginning. Lying and being in Miami-Dade County, Florida.

Exhibit "B"
SITE PLAN APPLICATION SET



North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

NORTH BAY VILLAGE
EST. 1945

APPLICATION FORM FOR SITE PLAN APPROVAL

This application form is to be used to petition for Site Plan Approval pursuant to Sections 5.5 through 5.8, and 5.17 through 5.20, as well as Special Area Plan approval pursuant to Subsection 15.2.G. of the North Bay Village Unified Land Development Code.

Submit one (1) electronic file of your application, with all the required information to the Village Planning and Zoning Official via svargas@cgasolutions.com and deliver five (5) physical copies of materials to the Village offices located at 1666 Kennedy Causeway, Suite 300.

This application, including all supplemental forms and data, must be completed in accordance with the attached instructions and submitted with the required fees pursuant to the most up-to-date Fee Schedule. Site Plan Approvals require public hearings conducted by the Planning & Zoning Board and the Village Commission. Applications must be complete, and all required fees be paid in order to be accepted and placed on an agenda.

All fees shall be paid prior to the Planning and Zoning Official's review of the application. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: North Bay Village Holdings, LLC c/o Alexander I. Tachmes, Esq.
2. Contact Phone: 305-347-7341 Email Address: ATachmes@shutts.com
3. Mailing Address: Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100, Miami, Florida 33131
4. Applicant Name: Same as above.
(If different from Owner)
5. Contact Phone: Same as above. Email Address: Same as above.
6. Mailing Address: Same as above.

7. Address or location of Property Covered by the Application: 1819 & 1855 79th Street Causeway
North Bay Village, Florida 33141

8. Legal Description of Property Covered by the Application (add pages if needed):
See attached Exhibit "A".



9. Folio Number(s): 23-3209-000-0120
10. Total Site Area (square feet): 100,533
11. Current Land Use of Property: Mixed Use
12. Future Land Use and Zoning Designations: Commercial / T6-30
13. Are the Future Land Use or Zoning being amended? Yes: _____ No: X. If Yes, what are the proposed designations? N/A
14. Project Type _____ Single-Family Residential X Multifamily/Planned Residential Development X Non-Residential/Mixed-Use _____ Development Agreement Required?
15. Project Description (additional pages may be attached): The project is a mixed-use development consisting of apartment, hotel, office, restaurant, and commercial uses. See attached letter of intent for more information.



CONSENT TO PUBLIC HEARINGS

All requests for site plan approval from the North Bay Village Code shall be considered at Public Hearings before the Planning & Zoning Board and the Village Commission. The Village Planning and Zoning Official shall certify that the application is complete before the hearing is legally advertised. All applications shall be submitted to the Village Planning and Zoning Official on or before the deadline implemented by the Village. All persons, firms, or corporations requesting site plan approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a request.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), FEMA regulations and all other applicable regulatory agencies.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held and the Village Commission has voted favorable on the proposed request. I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 4.4. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature 

Print Name David J. Coviello, Esq., Attorney for North Bay Village Holdings, LLC


(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

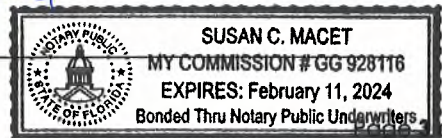

Signature

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 21 day of September, 2022,
by David J. Coviello, Esq., Attorney for North Bay Village Holdings, LLC

who is personally known to me or who has produced _____ as identification.

Notary Public Signature 

Commission Number/Expiration _____




COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent commit to the payment of all applicable cost recovery fees involved as part of my application process. Cost recovery includes, but is not limited to, staff time, attorney fees, planning consultant fees and any other professional service costs incurred by North Bay Village in the review and processing of a development application, regardless of the outcome of the review and/or public hearing process. I further understand and acknowledge that failure to remit payment for incurred costs pursuant to Subsections 5.12.B. and C. (attached) of the North Bay Village Unified Land Development Code (ULDC) constitutes a violation of the Code and the Village may levy penalties to secure compliance, as outlined in Subsection 5.12.C of the ULDC.

Please type or print the following:

Date: 9/21/2022

Relationship to the project: (e.g., property owner, architect, developer, attorney)

Attorney for Property Owner

Full Name: David J. Coviello, Esq.

Current Address: 200 South Biscayne Blvd., Ste. 4100


City: Miami State: FL Zip: 33131

Telephone: (305) 415-9437 Email: DCoviello@shutts.com

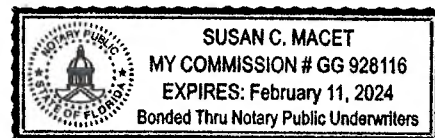
I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.


Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 21 DAY OF September, 2022


Notary Public, State of Florida at Large

My Commission expires _____, 20____.





Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.
2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.
2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.
3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.
4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.
5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.



CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- Complete Variance Application, including all required forms and affidavits, signed by property owner or owner's representative.
- Letter of Authorization from property owner, if different from Applicant.
- Letter of intent signed by owner or owner's representative, which may include a narrative describing the project, whether the impact of the proposed development is favorable, adverse, or neutral on the economy, public services, environment, and housing supply of the Village, and the relationship of the proposed project to surrounding, existing, and proposed future land uses, and to existing zoning, and the Village's Comprehensive Plan. This narrative may be provided as a document separate from the letter. If variances/waivers or warrants/use exceptions are being requested, the extent of these from the requirements shall be noted in the narrative. NOTE: Applications for project variances/waivers, warrants/use exceptions may be submitted prior to or concurrently with a Site Plan Approval application. Each variance/waiver or warrant/use exception request must be submitted in its own application form with the corresponding fees. Refer to the applicable sections of the ULDC for requirements and criteria. Forms may be downloaded from the Village website or requested by emailing the Planning and Zoning Official
- Property survey at a scale of not less than one inch (1") equals 40 feet (40'), prepared by a registered land surveyor, not more than one (1) year old and including the legal description of the property, elevation, all easements, and rights-of-way.
- Drawings index page
- All drawings shall be drawn at a readable scale (per the requirements listed below) and shall include the following: scale; name; address and telephone number of the owner of the property for which the drawing is required; name, address and telephone number of the professional preparing the drawing; professional stamp seal (dry/wet or digital); location of the property including the legal description, section, township, range and street address, if known.
- Site plan(s) which depict:
 - North point
 - Existing and proposed easements
 - Existing and proposed utilities
 - Property lines
 - Location of streets, alleys and ROW
 - Location and footprint of all structures
 - Mechanical equipment
 - Proposed site circulation, driveways, sidewalks
 - Parking, including handicapped, motorcycle, electric vehicle, and bicycle parking
 - Loading spaces, valet areas, pick-up/drop-off points
 - Signage
 - Fences and Exterior lighting
 - Other features (e.g., Green Building Program practices and techniques)



- Floor plans prepared at a scale no less than 1/16 inch to the foot and including
 - Layout of each level
 - Layouts for each dwelling unit type and/or nonresidential spaces
 - Parking and loading space dimensions
 - Parking garage adaptability features
 - Width of drive aisles

- Elevations at no less than 1/16 inch to the foot scale legibly showing the finished appearance of each main facade of the building and furnishing vertical height dimensions including compliance with Sec. 10.5 of the ULDC

- Tabular project summary indicating the following figures, calculations, and features:
 - Total acreage
 - Number of dwelling units per acre
 - Number of bedrooms per dwelling unit
 - Number of each dwelling unit type
 - Lot Coverage/Pervious surface area
 - Open/green space
 - Structure setbacks
 - Number and sizes of all off-street parking (including handicapped), loading, pick-up/drop off, and bicycle parking spaces
 - Floor area of each dwelling unit type
 - Floor area of each land use
 - Gross floor area
 - Building height
 - Floor area ratio or floor lot ratio as required/applicable by the zoning of the property
 - Compliance with the Village's Green Building Program (features selected from the point system should also be shown on the plans, when appropriate)

- Landscape plan
 - Location of all existing and proposed structures, landscape improvements (i.e., berms, fences, fountains, furnishings, lights, etc.) parking and circulation areas, and other site improvements
 - Notes and specifications, for the installation, fertilization, and maintenance of all plant materials and irrigation
 - Tree survey depicting all existing trees, including those to be removed and to be protected and methodology for protection
 - Demonstration of sustainable principles, techniques and practices (e.g., Green Building Program features)
 - Plant list with scientific and common names, sizes (i.e.: caliper), quantity, special requirements and location of all plant materials existing and proposed and proposed turf grass type
 - Planting and installation details, as needed, to ensure conformance with all required standards, including tree protection and erosion control.
 - A landscape maintenance plan and schedule will be submitted as a part of the landscape plans



Level of Service (LOS) Assessment (see Sections 5.17-5.20 of the ULDC for requirements)

- Potable water
- Sanitary Sewer
- Traffic

- Stormwater
- Solid Waste

Traffic Impact Evaluation

Digital visualization or virtual reality model. Photorealistic 3D digital visualizations, 3D renderings or a virtual reality model, showing a reasonable amount of project context (i.e., surrounding physical conditions and environments including existing structures on either side).

Application fees and cost recovery deposit per the most up-to-date Village Fee Schedule.

Optional Submittal:

Physical architectural scale model – A physical architectural model of the site and building(s), built to an appropriate scale, and photographs of the model may be submitted instead of a 3D computer visualization or virtual reality model. Physical architectural models shall be made available at least ten (10) days prior to the Planning and Zoning Board public hearing date. If an architectural model is provided, said model shall be retrieved by the developer within thirty (30) days following the final public hearing before the Village Commission. The photographs depicting the model shall become part of the public records. The model shall demonstrate the proposed structure as well as existing structures on either side.

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.



Office Use Only:

Date Submitted: _____

Total Paid: \$_____

Date Paid: _____

Filing Fee: \$_____

Cash or Check # _____

Cost Recovery Dep: \$_____

Exhibit "A"

The Easterly 310 feet of the Westerly 2110 feet of the following described tract of land, as measured along a line running at right angles to the Westerly line of said tract:

Commencing at the one half mile post on the West line of Section 9, Township 53 South, Range 42 East as shown on the map of Right of Way of proposed N.E. 79th Street Causeway, which same is recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County Florida run North 88 degrees 41 minutes 24 seconds East 1960.00 feet, then North 1 degree 37 minutes 08 seconds West 50.00 feet to the Point or place of beginning of the hereinafter described tract of land: thence continue North 1 degree 37 minutes 08 seconds West 129.730 feet to the point of curve of a curve to the right; thence to the right along said curve having an interior angle of 90' degrees 18 minutes 32 seconds and a radius of 50.00 feet for an arc distance of 78.809 feet to a point of tangency; thence North 88 degrees 41 minutes 24 seconds East 2169.97 feet to the point of curvature of a curve to the right; thence to the right along said curve, having an interior angle of 44 degrees 32 minutes 45 seconds and a radius of 600.00 feet for an arc distance of 466.483 feet to a point of tangency, thence South 46 degrees 45 minutes 51 seconds East 102.180 feet to the point of intersection with the northerly line of the existing right-of-way of said N.E. 79th Street Causeway; thence in a Southwesterly, Northwesterly and Westerly direction along the Northerly line of said existing right of way to the Point of Beginning, lying and being in Miami-Dade County, Florida.



ALEXANDER I. TACHMES, ESQ.
PARTNER
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Miami, Florida 33131
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FAX (305) 347-7754
EMAIL ATachmes@shutts.com

September 21, 2022

Mayor and Commissioners of North Bay Village
c/o Silvia E. Vargas, FAICP, LEED AP, Village Planner
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Application for Site Plan Approval for 1819 & 1855 79th Street Causeway, North Bay Village, Florida 33141 (currently the Best Western Hotel and Shuckers Waterfront Bar & Grill)

Dear Mayor and Commissioners:

We represent North Bay Village Holdings, LLC (“**NBV Holdings**”), which is an affiliate of the Jesta Group (“**Jesta**”), a large family real estate office headquartered in Montreal. NBV Holdings is the owner of the Best Western Hotel and the iconic Shuckers Waterfront Bar & Grill located at 1819 & 1855 79th Street Causeway in North Bay Village (collectively, the “**Property**”). In addition to its ownership of the Property, Jesta also owns many other properties around the world, including three (3) other hotels in South Florida, a 1,000,000 square foot mixed-use project in the center of Old Montreal, and a 5-star JW Marriott Hotel in the south of France.

We are proud to be the owner of the Property, which is a major property in North Bay Village (the “**Village**”), and are excited about the Village’s future. In that regard, we are pleased to file this Application for Site Plan Approval for a new residential, hotel and mixed-use project on our Property (the “**Project**”). The Project will feature a beautiful 24-story tower above a 6-story pedestal and will contain apartments, hotel rooms, an attractive outdoor amenity deck on the 6th floor, several restaurants (including a new and improved Shuckers), and a wide and welcoming public *paseo* on the western portion of the Property running from Kennedy Causeway straight to Biscayne Bay.

Project Overview

We are seeking site plan approval for the Project, which will become a signature development in the Village. The existing improvements will be demolished to make way for a new structure designed by renowned architect Kobi Karp. The Project will feature a slender 24-story tower above a 6-story pedestal that will enliven the urban, pedestrian fabric on Kennedy Causeway, the bayfront and our west boundary. A beautifully landscaped public *paseo* of 18-feet in width will run the entire western length of the Property from Kennedy Causeway to the

bay. On our Kennedy Causeway frontage, we are activating the pedestrian character of the street by bringing our entrance forward close to the sidewalk using an inviting design and attractive ground floor retail space. On our bayfront, a new and improved version of our legendary Shuckers restaurant will draw the public to the Island Walk and promote activation of the Village's beautiful waterfront.

The Project will contain the following uses: 345 apartments (consisting of 327 apartments at market rent and 18 at workforce housing rents), 256 hotel rooms (consisting of one lifestyle hotel brand and one extended stay hotel brand), three (3) restaurants including a new and improved Shuckers, retail space fronting Kennedy Causeway, over 7,500 square feet of meeting space with direct views of the bay and other related improvements. We are complying with the Village's parking requirements by constructing 557 new parking spaces onsite.

The Project will be an economic boon to the Village with many millions of dollars invested in new construction, the creation of new jobs, the attraction of new Village residents and lively hotel and restaurant venues. The development of this new Project will also provide a major infusion of additional real estate tax dollars every year after completion.

Our Project will help enhance the housing stock of the Village with our new apartments. We will improve the Village's environmental resiliency by constructing new taller seawalls abutting Biscayne Bay as required by the Village Code. As part of our site plan submission, we are submitting the required Level of Service analyses to make sure public service infrastructure remains at acceptable levels as a result of our Project. We are also ensuring that the design of the Project is compatible with surrounding projects and uses.

Despite the scope of the Project, we are seeking only one (1) warrant and one (1) waiver concurrently with our site plan application. The remainder of the Project is being built in accordance with "as of right" code requirements, with no extra approvals required. We are submitting a separate application for a warrant to allow the placement of dining tables and chairs inside the Island Walk easement (but maintaining a 5-foot clear path). We are also submitting an application for a modest height waiver to allow mechanical equipment on our roof to exceed the maximum height for rooftop features. The mechanical equipment will be screened and set back from the building edge so it is not visible from across Kennedy Causeway.

Compliance with Village Comprehensive Plan

Our project complies with the Village Comprehensive Plan (the "**Plan**") and furthers key goals of the Plan. Our Property's classification in the Future Land Use Map is "Commercial." According to Policy 2.1.2 of the Plan, properties denoted "Commercial" in the Plan are suitable for commercial and mixed-use development including high-density residential.

Objective 2.4 of the Plan provides that the “Village shall encourage taller, narrower mixed-use buildings on commercial lots on the north side of Kennedy Causeway where such lots front directly on, and provide unimpeded views north to Biscayne Bay.” Workforce housing is being provided as advocated under Policy 6.4.3. Finally, in accordance with Policy 8.2, our project “increase[s] public access to coastal views” with a new Island Walk, outdoor dining and a wide public *paseo* connecting Kennedy Causeway to the bay.

Village Zoning Code

Our Project has been designed in full compliance with the requirements of the Village Zoning Code, including setbacks, height, uses, density and many other requirements. As mentioned above, we are seeking only one (1) modest warrant and waiver.

The Village Zoning Code is intended to further the goals of the NBV100 Master Plan, which goals include livability, resiliency, and prosperity. Our Project is aligned with those goals in multiple respects, including the following: embrace the waterfront, improve the quality of life, synergize public space to refresh the Village’s identity, prepare for sea level rise and severe weather events by constructing stronger seawalls, capitalize on existing resources, increase private property value, and optimize and manage parking.

Our Property is located in the T6-30 transect zone, which is intended to consist of the “highest density and greatest variety of uses” in the Village. Our Property is also located in the Kennedy Boulevard District or “KBD,” which consists of T-6 properties fronting Kennedy Causeway and has specific goals relating to properties bordering the Causeway. For example, one goal of the KBD is to “attract development of underused and vacant lots in a manner that improves the public realm, increases access to the water and contributes to a robust economic base.” Our Project meets those criteria.

Our residential density is 150 units/acre, which is being achieved pursuant to the density provisions of the Code for our transect zone. Specifically, we are setting aside 5% of our units for workforce housing and paying a community contribution fee.

Our architects have used great care to design a building that is not only attractive but is consistent with the Code’s design criteria. For example, our plans meet the standards of the “Building Configuration” design criteria of the Code. Some of those criteria are set forth below.

1. Articulate the building facade vertically and horizontally in intervals appropriate to the existing neighborhood and transect zone.
2. Articulate the building facade at street level to recognize pedestrian continuity and interest, and at upper levels to recognize long views of buildings.

Mayor and Commissioner of North Bay Village
c/o Silvia E. Vargas, FAICP, LEED AP, Village Planner
September 21, 2022
Page 4

3. Use architectural styles and details (such as roof lines and fenestration), colors and materials derivative from surrounding area.
4. Promote pedestrian interaction.
5. Design all walls as active facades, with doors and windows; when not possible, embellish walls with architectural design treatment.
6. Provide usable open space that allows for visible and convenient pedestrian access from the public sidewalk.

Density Bonus

As part of our site plan application, we are hereby applying for the workforce housing density bonus. Pursuant to Section 15.2.H.2. of the Code, we are seeking a bonus in order to achieve residential density of 150 units/acre. As required by the Code, we are setting aside 5% of our 345 residential units for workforce housing and will pay the applicable community contribution fee.

Many development details of our project, including the location of the workforce housing units in our residential tower and the square footage of each unit, will be addressed at the building permit stage when more granular attention is given to construction. Similarly, as issuance of a Certificate of Occupancy (“C.O.”) for our project is a few years away and economic conditions fluctuate over time, we cannot provide specific rental dollar amounts for the workforce housing units until much closer to C.O. However, we can assure the Village that we will comply with all aspects of the Code requirements relating to workforce housing. Further, we understand that we will be required to sign an agreement with the Village laying out our obligations under this program.

We are delighted to be submitting this application to you and respectfully ask for your approval. Thank you.

Sincerely,

Shutts & Bowen LLP



Alexander I. Tachmes, Esq.

AIT/sm

cc: Mr. Ralph Rosado, Ph.D., AICP, Village Manager



ALEXANDER I. TACHMES
PARTNER
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, FL 33131
DIRECT (305) 347-7341
FAX (305) 347-7754
EMAIL ATachmes@shutts.com

December 19, 2022

VIA ELECTRONIC SUBMITTAL

Silvia E. Vargas, FAICP, LEED AP
Village Planner
North Bay Village
SVargas@cgasolutions.com

Re: Village Commission Resubmittal - 1819 & 1855 79th Street Causeway Site Plan Application Submitted by North Bay Village Holdings, LLC

Dear Silvia:

On behalf of North Bay Village Holdings, LLC (“**NBV Holdings**”), we hereby submit our revised plans and supporting documents in response to the recent Planning and Zoning Board (“**PZB**”) recommendation and discussion and related Staff Report.

Architectural and Landscape Plans

- Sheets A0.02, A3.02, and A.3.0: The alternative sheets previously submitted on December 1, 2022, and recommended in favor by PZB on December 7, 2022, which reflect the increase of the hotel unit count to 273 units, have been incorporated into the final plan set.
- Sheets A.302 and A3.0M: A scale has been added as requested.
- Sheet A.2.00: The east side setback has been revised to clarify that there is no longer a 22-foot setback.
- Sheet A3.01 and Sheet A6.11. The transition zone within the Island Walk meeting the requirements of Section 15.3.A.2.g. and the Village’s Island Walk Design Criteria has been delineated.
- Sheet A6.06: Updated rendering to reflect the 6-foot shift in tables.
- Sheet A6.07: Additional view provided.
- Sheet A6.08: Additional view provided.
- Sheet A6.09: Additional view provided.
- Sheet A6.10: Additional view provided.
- Sheet A6.11: Additional view provided.

- Landscape Sheets: Revisions made only to conform sheets with the above site plan revisions.

Traffic Impact Analysis

- The site plan graphics have been updated to match the site plan version recommended by the PZB.
- Our traffic engineer is submitting a revised traffic impact analysis (TIA) but only to correct certain scrivener's errors he noted in the data after original submission. These scrivener's errors do not affect the conclusions in the analysis. Specifically, the TIA contained some minor errors in connection with the number of "internal capture" trips to the site.

Staff Report/Resolution

- Condition 2, General Conditions: As discussed with the Village Manager and Village Attorney, this language will be revised to reflect that NBV Holdings shall have 2 years to apply for a building permit and 1 year thereafter to obtain such permit. These timeframes are consistent with the Village Code.
- Condition 1, Workforce Housing, Density Bonus and Community Contribution Fee: The percentage of workforce housing units should be revised to 5%.
- Condition 2, Workforce Housing, Density Bonus and Community Contribution Fee: It should be clarified that these sections references (which have since been deleted from the Village Code) still apply due to the inapplicability of Ordinance No. 2022-013 to our project.
- Condition 2, Landscape and Public Realm: This condition should be replaced as follows: "The public easement shall contain a covenant and restriction that the Island Walk will remain an open space boardwalk with landscaping and other amenities to be accessible for use by the public, from dawn to dusk. Per discussions with Village officials, although the Island Walk will be constructed contemporaneously with the construction of the rest of the project, the portion of the Island Walk that will be open to the public upon building C.O. will be the area of the Island Walk abutting the west view corridor. The remainder of the Island Walk on the property will open to the public when and if the Island Walk of both of the abutting neighbors is constructed and open to the public."
- Condition 1, Traffic/Circulation/Parking: This language should be revised to read "The Applicant shall apply to FDOT for approval for the proposed driveways in terms of configuration, separation, assignment."
- Condition 4, Traffic/Circulation/Parking: The language "subject to approval and implementation by FDOT" should be included at the end of the paragraph before the bullet point list.

- Condition 5, Traffic/Circulation/Parking: As discussed with the Village Attorney, this language should be revised to clarify that it applies only to those 79th Street intersections addressed in the TIA and to the extent of any incremental effect by our project.
- Miscellaneous: Below are the technical section reference corrections:
 - *Condition 1, Administrative Approval for Deviations*: Reference should be to Sec. 15.1.H.4.a.(1).
 - *Condition 6, Landscape and Public Realm*: Reference should be to Sec. 15.3.A.2.g.(2)(c).
 - *Condition 4, Other*: We believe the reference should be to Sec. 15.2E.

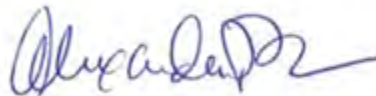
Although this was not a staff report condition, we would like to note the following regarding the seawall:

- Language concerning the seawall plans should be revised as follows: “The existing seawall will remain while a new, higher seawall will be constructed landward of the existing structure to preserve the existing marine resources located along the seabed of Biscayne Bay immediately adjacent to the project site. The new seawall will comply with the Village’s recently adopted Seawall Design Criteria per Section 8.16.B., with the following specific considerations:
 1. The cap will be constructed to 10 feet NGVD. This proposed elevation meets the requirements of the Seawall Design Criteria of a minimum elevation of 7.5 feet with an additional 2.5 feet of additional elevation in the future.
 2. Toe scour will be omitted from the analysis as there is an established marine habitat along the toe of the existing wall with no proposed alterations to this environment as part of the construction methodology.”

Please let us know if you have any further comments.

Sincerely,

Shutts & Bowen LLP



Alexander I. Tachmes



Rev.	Date	Rev.	Date

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, REPRODUCED, COPIED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA. (6/2021)

PLANNING AND ZONING

Second Submission

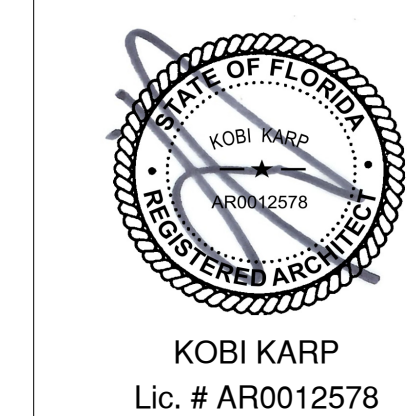
1819-1855 79th St. CAUSEWAY
NORTH BAY VILLAGE, FL, 33141

Owner:
North Bay Village Holdings, LLC
1819-1855 79th St. Causeway
North Bay Village, FL, 33141
305.619.0875
jduke@esta.com

Landscape Architect
Architectural Alliance Landscape
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Fort Lauderdale, FL 33315
954.764.8858
hjohnson@archall.net

Civil Engineer:
Ross Engineering, Inc
3325 South University Drive, Suite 111
Davie, Florida 33328
954.318.0624
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COVER SHEET

1819-1855 79th St. Causeway,
North Bay Village, FL 33141

Date	12/01/2022	Sheet No.	A0.00
Scale			
Project	2259		

ARCHITECTURE PLANS	
SHEET	TITLE
A0.00	COVER SHEET
	SURVEY
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A0.02	PROJECT DATA
A0.03	LOCATION MAP
A0.04	AERIAL VIEWS
A0.05	EXISTING CONDITIONS
A1.00	UNIT MATRIX
A1.01	FLR DIAGRAMS
A1.02	ZONING DIAGRAMS
A1.03	PRINCIPAL FRONTAGE + DOOR LOCATIONS
A2.00	SITE PLAN
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A3.02	PROPOSED FLOOR PLAN - LEVEL 2
A3.0M	PROPOSED FLOOR PLAN - MEZZANINE LEVELS
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A6.11	RENDERING

LANDSCAPE PLANS	
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L-101	PAVING PLAN
L-102	PAVING PLAN
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L-200	LANDSCAPE PLAN
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L-205	AMENITY LEVEL LANDSCAPE PLAN
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L-208	AMENITY LEVEL LANDSCAPE PLAN
L-209	ROOF LEVEL LANDSCAPE PLAN
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L-220	TREE DISPOSITION PLAN
L-221	TREE DISPOSITION PLAN

Rev.	Date	Rev.	Date

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PLANNING AND ZONING

Second Submission

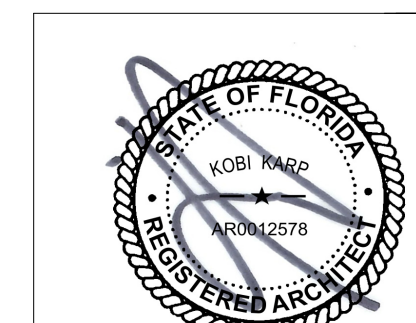
1819-1855 79th St. CAUSEWAY
NORTH BAY VILLAGE, FL, 33141

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KOBİ KARP
Lic. # AR0012578



DRAWING INDEX

Date	12/01/2022	Sheet No.	A0.01
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ZONING REQUIREMENTS

	Required / Allowable	Provided
1. Building disposition.		
i Lot Occupation		
a Lot Area	10,000 SF Min	100,592 SF
b Lot Width	100 FT Min	310 FT
c Lot Coverage	75.00%	71.34% 71,763 SF
d Floor Lot Ratio	13	8.79
e Frontage at Front Setback	70% (172 ft)	197 ft
f Open Space	10.00%	19.09% 19,202 SF
h Density with bonus (2)	150 DU/ Acre (345 DU)	150 DU/ Acre (345 DU)
ii Building Setback		
a Primary Front - Kennedy Cswy.	20 FT	20 FT (Arcade)
b Primary Front - Waterfront	25 FT	25 FT
c Side West (View Corridor)	20% of lot width min.	62 FT
d Side East	0 ft. min. - 15 ft. max.	15 FT
e Stepback	10 Ft min. above the 5th story	16 FT Min
2. Building configuration.		
Frontage (Kennedy Causeway).		
h Arcade	Allowed (Replaces Gallery)	Provided
ii Building height.		
a Min. Building Height	2 stories	30 stories
b Max. Pedestal Height	5 stories or 100 feet	5 stories 91.3 FT
c Max. Building Height	30 stories or 340 feet	30 stories 340 FT

1 ZONING DATA
Scale: NTS

PARKING REQUIREMENTS

	QUANTITY	RATIO	REQUIRED
RESIDENTIAL			
Units	345	1 PS/DU	345.0
Visitors		10%	34.5
		Residential PS Required	379.5
COMMERCIAL			
RESTAURANTS	15,499	3/1000 SF	46.5
RETAIL	2,594	3/1000 SF	7.8
		Commercial PS required	54.3
HOTEL / COMMERCIAL SHARING FACTOR	1.3		41.8
		total comm.	
HOTEL			
Units	273	1 PS / 2 HU	136.5
Visitors		1 PS / 15 HU	18.2
		Hotel PS required	154.7
		Total Hotel	140.6
RESIDENTIAL / HOTEL SHARING FACTOR	1.1		
Total Parking Required			562
Total Parking Provided			677

	Berth Size	Loading Berths		
LOADING BERTHS				
a. Residential			240 sf	420 sf
	420 sf	1 per first 100 units 1 per each additional 100 units or fraction of		1
	240 sf	100	3	
b. Lodging				
	420 sf	1 per first 300 rooms		1
c. Commercial				
	420 sf	25K sf—50K sf		0
			240 sf	420 sf
Loading Berths Required			3	2
Loading Berths Provided			4	2

FLOOD ZONE INFORMATION

- SUBJECT PROPERTY IS LOCATED WITHIN FLOOD ZONE "AE" (ELEV 9) AND "AE" (EL 8), AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 12086C0307L, DATED SEPTEMBER 11, 2009.
- ELEVATIONS REFER TO NATIONAL VERTICAL DATUM OF 1929 (N.G.V.D. 1929) AND ARE EXPRESSED IN FEET.

PROPERTY INFORMATION

- OWNER INFORMATION:**
NORTH BAY VILLAGE HOLDINGS, LLC
- ADDRESS INFORMATION:**
1819 & 1855 79 STREET CAUSEWAY
NORTH BAY VILLAGE, FL 33141
FOLIO NUMBER: 23-3209-000-0120
- PROPERTY ZONING INFORMATION:**
KENNEDY BOULEVARD DISTRICT (T6-30)
- PROPERTY UTILITIES:**
MIAMI-DADE WATER & SEWER DEPARTMENT.
- PROPERTY FLOOD INFORMATION:**
SUBJECT PROPERTY IS LOCATED WITHIN FLOOD ZONE "AE" (ELEV 9) AND "AE" (EL 8), AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 12086C0307L, DATED SEPTEMBER 11, 2009.
- SUBJECT PROPERTY IS LOCATED WITHIN MIAMI-DADE COUNTY, FLOOD CRITERIA: +5.0 N.G.V.D. 1929 (P.B. 120, PG. 13)**

2 PROPERTY DATA
Scale: NTS

Rev.	Date	Rev.	Date

PLANNING AND ZONING

Second Submission

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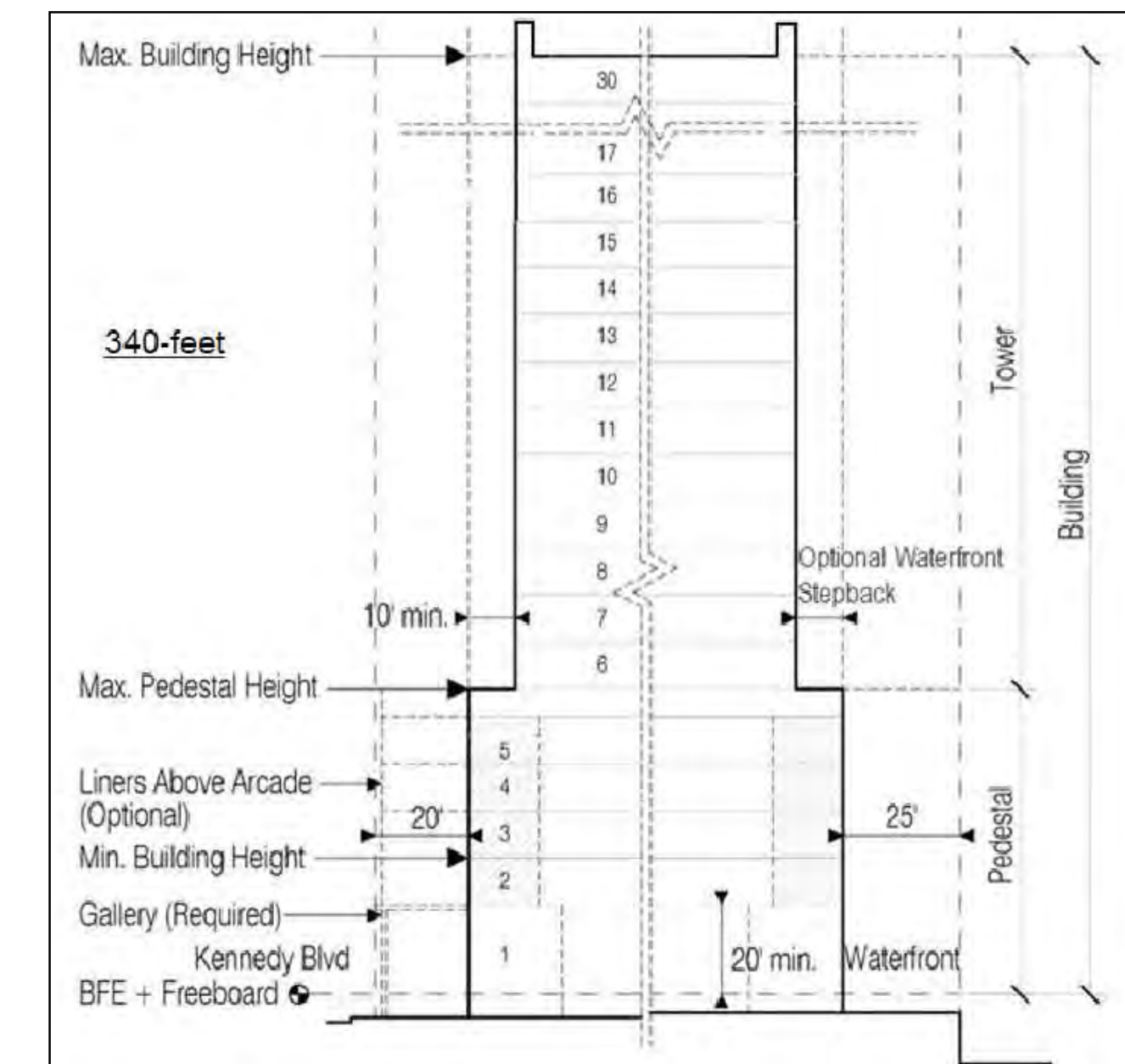
PROJECT DATA

Date	12/01/2022	Sheet No.	A0.02
Scale			
Project	2259		

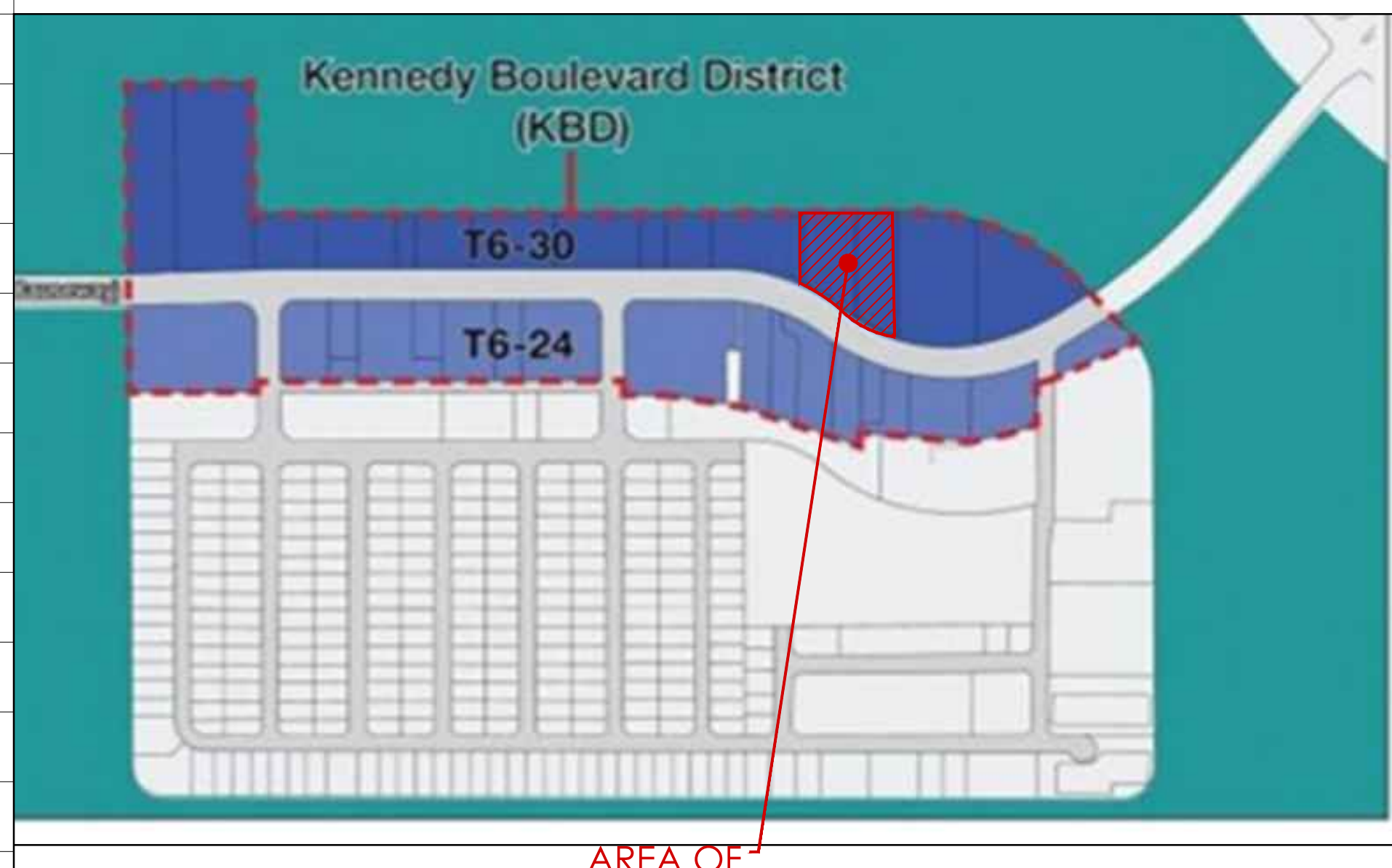
NORTH BAY VILLAGE GREEN BUILDING PROGRAM

Green Design Option	Description	Points received
Enhanced Hurricane resistant structure	Meet a wind load 20 mph greater than Florida Building Code Requirements	4
100% native plants in Landscaping	Meet all landscaping requirements with 100% native vegetation	2
Cool Pavement	Provide a surface with an initial solar reflectance 20%, higher than the 5-10% reflectance of a dark asphalt parking lot	4
White roof (also known as a cool roof)	The entire roof surface must be covered in white/reflective covering and provide an initial and 3-year aged solar reflectance Index (SRI) as follows: Low-sloped roofs with a slope less than or equal to 2:12: initial SRI of 82 and 3-year aged SRI of 64. Steep-sloped roofs with a slope greater than 2:12: initial SRI of 39 and 3-year aged SRI of 32	4
Electric Vehicle Charging Station(s)	2 points for each station installed above the baseline number required pursuant of Section 8.23.A and B.	(2 X 3) = 6
Total Points Received		20

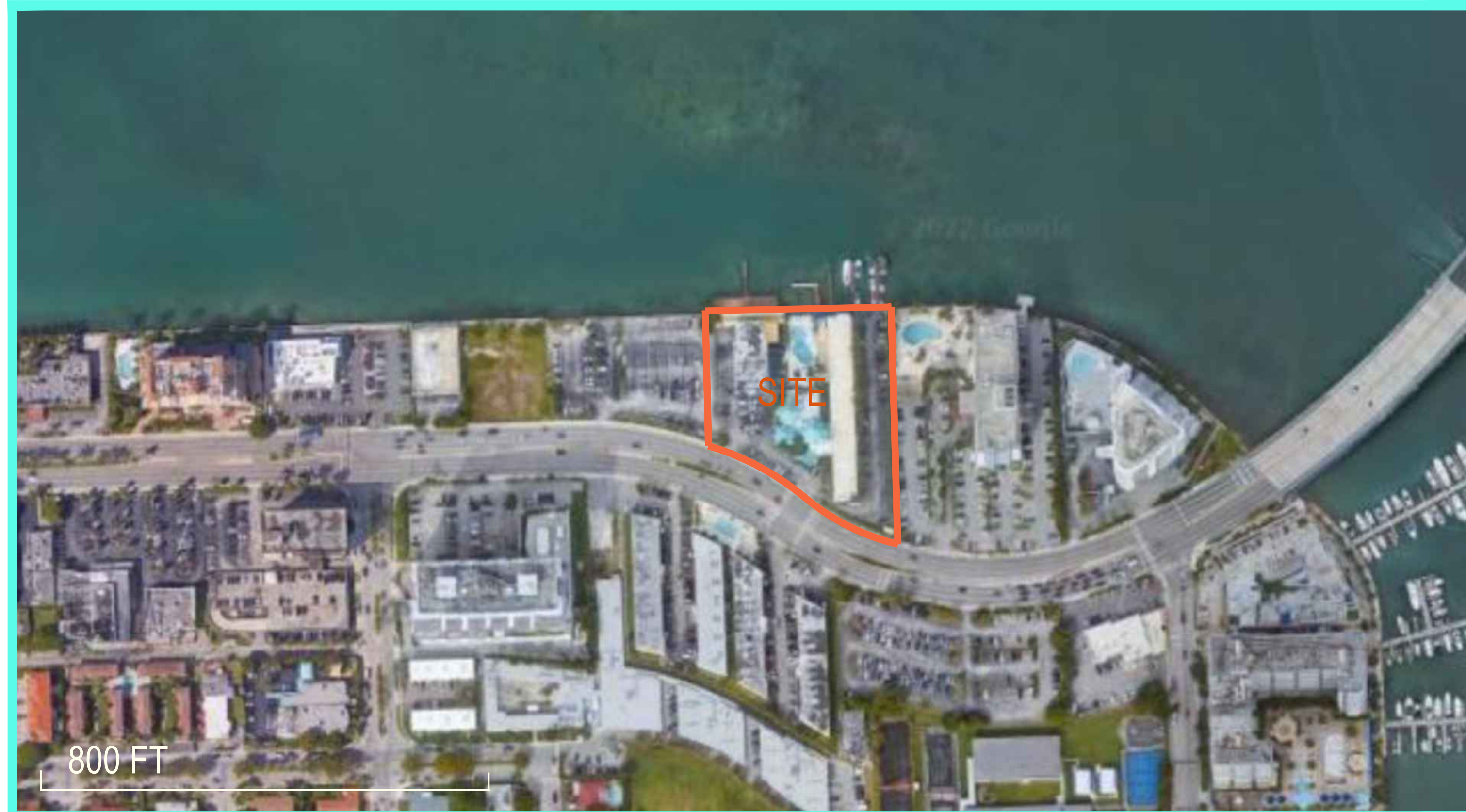
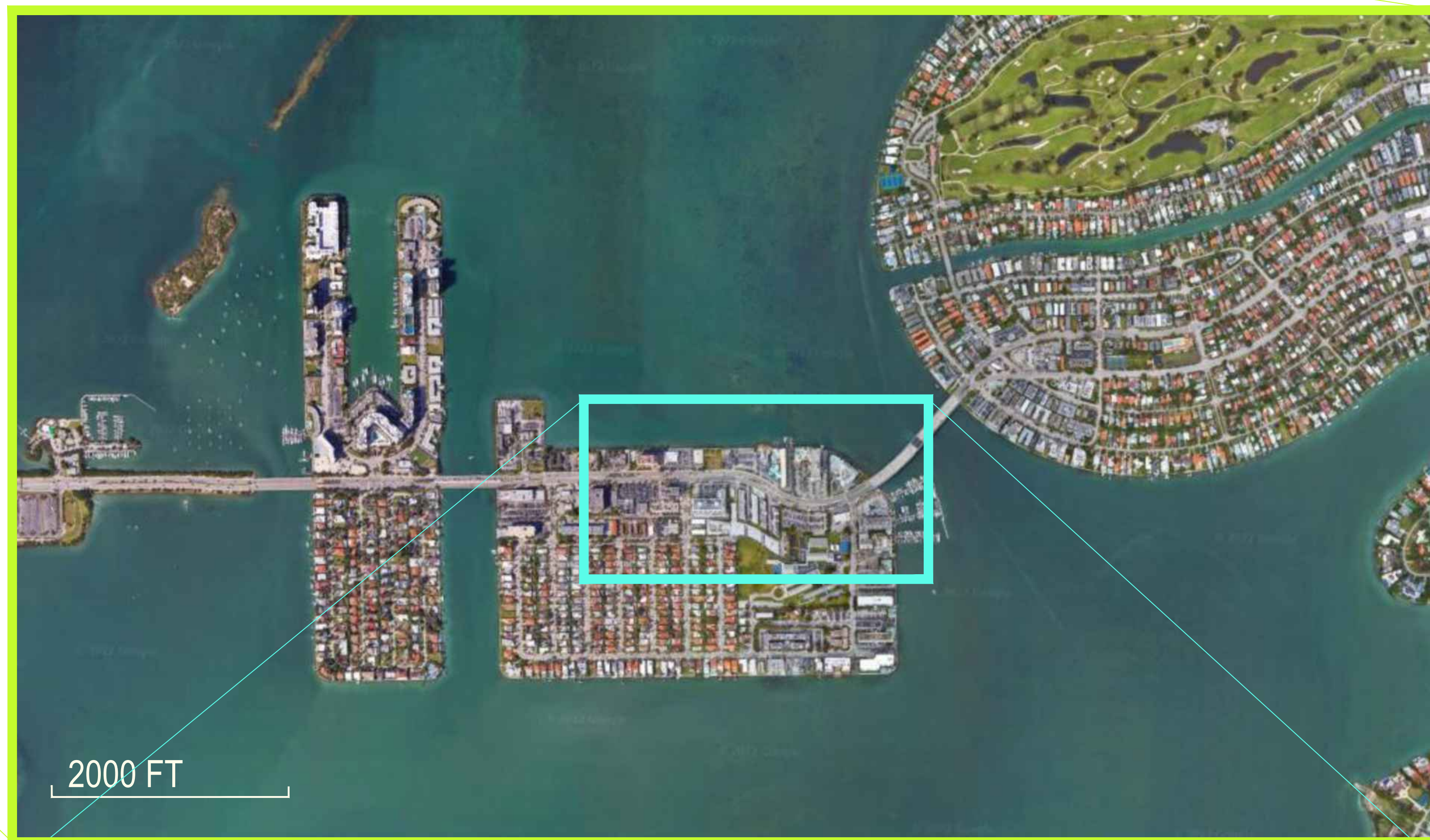
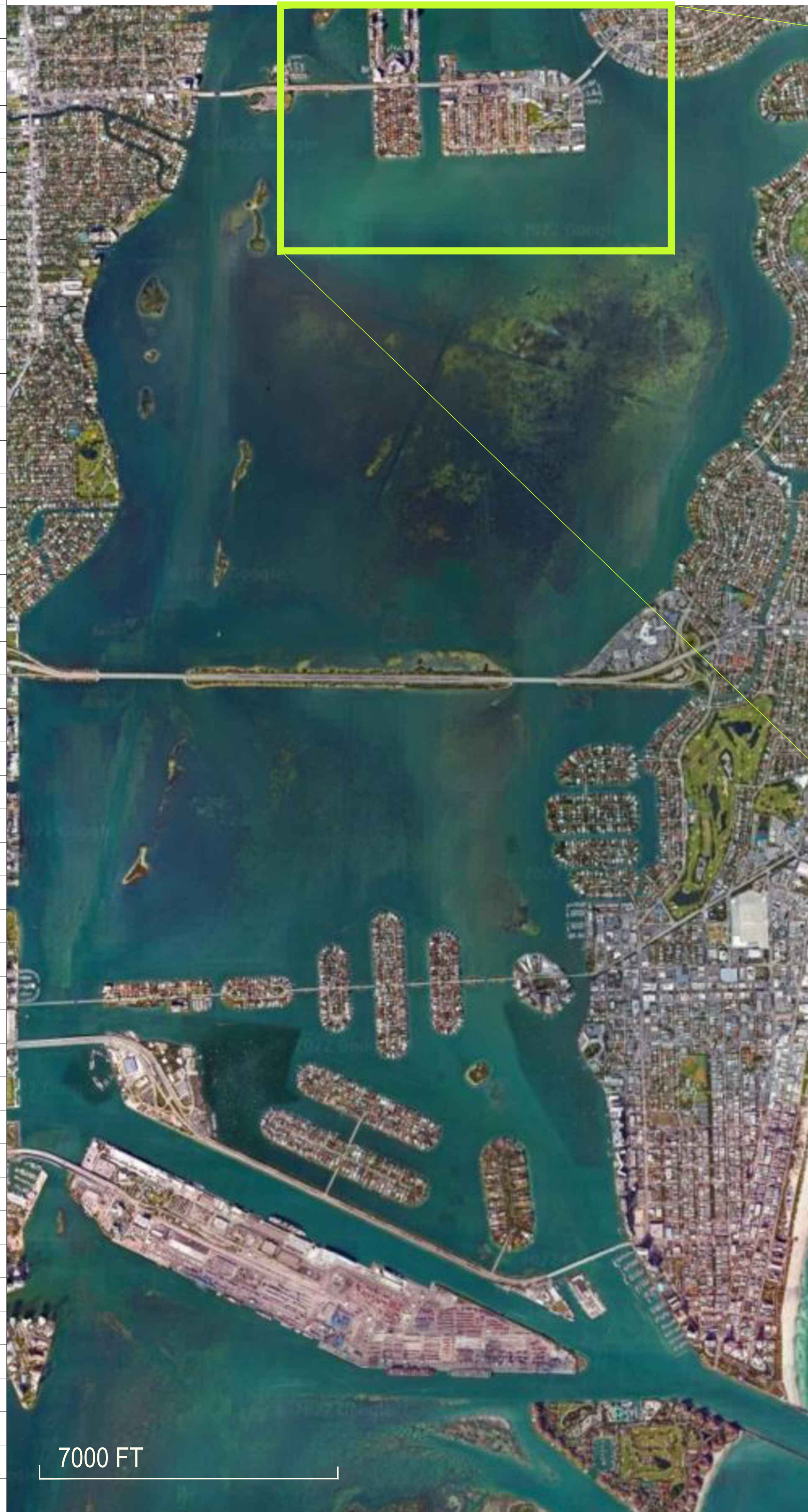
4 GREEN BUILDING PROGRAM
Scale: NTS



5 NBV ZONING CODE CHAPTER 15.7B.06
Scale: N/A



3 ZONING MAP
Scale: NTS



Rev.	Date	Rev.	Date

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PLANNING AND ZONING

Second Submission

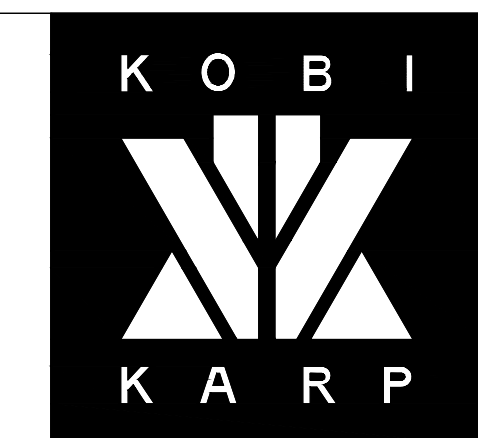
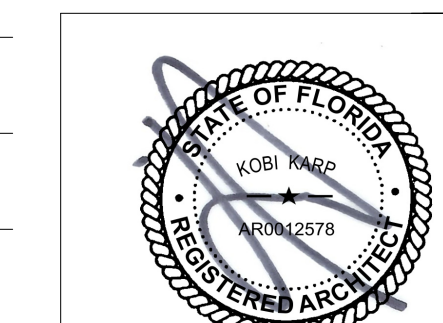
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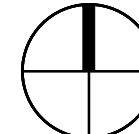
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KOBİ KARP
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LOCATION MAP

PLAN NORTH
 **LOCATION PLAN**
SCALE: N.T.S.

Date	12/01/2022	Sheet No.	A0.03
Scale			
Project	2259		



1 NE AERIAL VIEW
Scale: N/A



1 SW AERIAL VIEW
Scale: N/A

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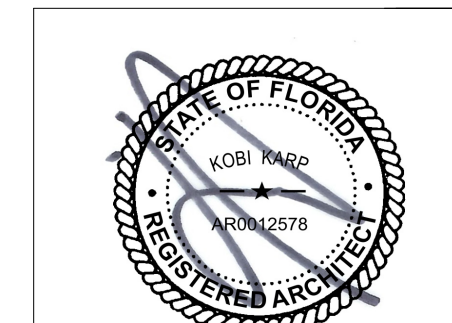
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AERIAL VIEWS

Date	12/01/2022	Sheet No.	A0.04
Scale			
Project	2259		



1 View of the site from eastern corner on JFK Causeway
Scale: N/A



2 View of the site from western corner on JFK Causeway
Scale: N/A



3 View of the site from the property on the West
Scale: N/A

Rev.	Date	Rev.	Date

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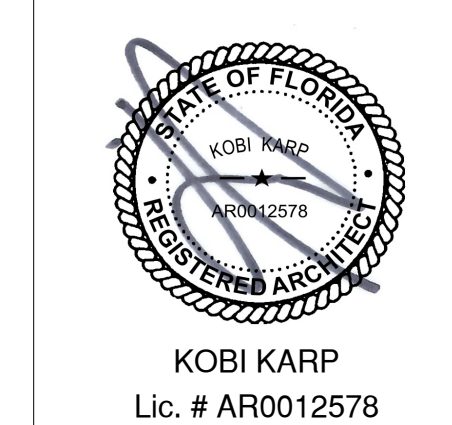
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Existing Conditions

Date	12/01/2022	Sheet No.	A0.05
Scale			
Project	2259		

Floor Areas by Units Type

	Studio Units				1 Bedroom Units				2 Bedroom Units							
	Type A		Type B		Type A		Type B		Type C		Type D		Type A	Type B		
	SF	Qty	SF	Qty	SF	Qty	SF	Qty	SF	Qty	SF	Qty	SF	Qty		
Level 29	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 28	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 27	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 26	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 25	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 24	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 23	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 22	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 21	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 20	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 19	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 18	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 17	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 16	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 15	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 14	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 13	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
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Level 9	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 8	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Level 7	564	4	729	1	815	5	839	1	743	1	778	1	1,041	1	1,130	1
Quantity per Type		92		23		115		23		23		23		23		23
SF per Type	51,888		16,767		93,725		19,297		17,089		17,894		23,943		25,990	
Studio Units Totals																
SF	68,655				148,005								49,933			
Units	115				184								46			

Off - Street Parking Number and Sizes

	Standard Parking	Handicapped Parking	EV PARKING
	9 Ft (W) X 18 Ft (L)	13 Ft (W) X 18 Ft (L)	9 Ft (W) X 18 Ft (L)
Level 5	89 PS	2 PS	5 PS
Level 4 M	100 PS	3 PS	6 PS
Level 4	88 PS	2 PS	5 PS
Level 3 M	100 PS	3 PS	6 PS
Level 3	88 PS	2 PS	5 PS
Level 2 M	100 PS	3 PS	6 PS
Level 2	58 PS	2 PS	4 PS
Totals per type	623 PS	17 PS	37 PS

Provided **677 PS**

EV Charging Stations

Required 5 % of PS 34

Provided 5% 37

Bicycle Parking

Required 6 / 50000 SF of non res area 34

1 / 5 DU 69

50 % reduction over 50 spaces -26

Total 77

Provided 80

Rev. Date Rev. Date

PLANNING AND ZONING

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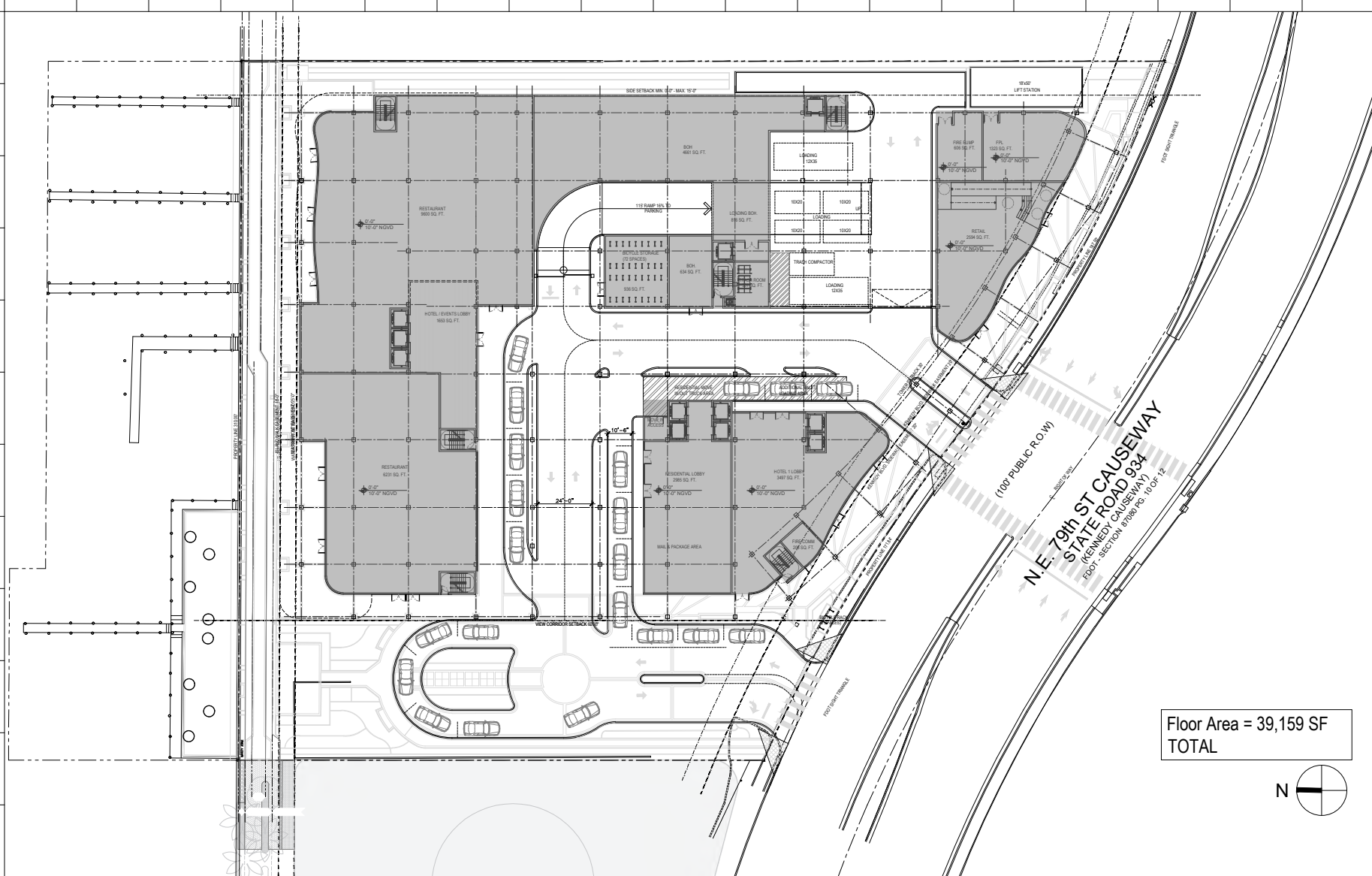


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Lic. # AR0012578

UNIT MATRIX

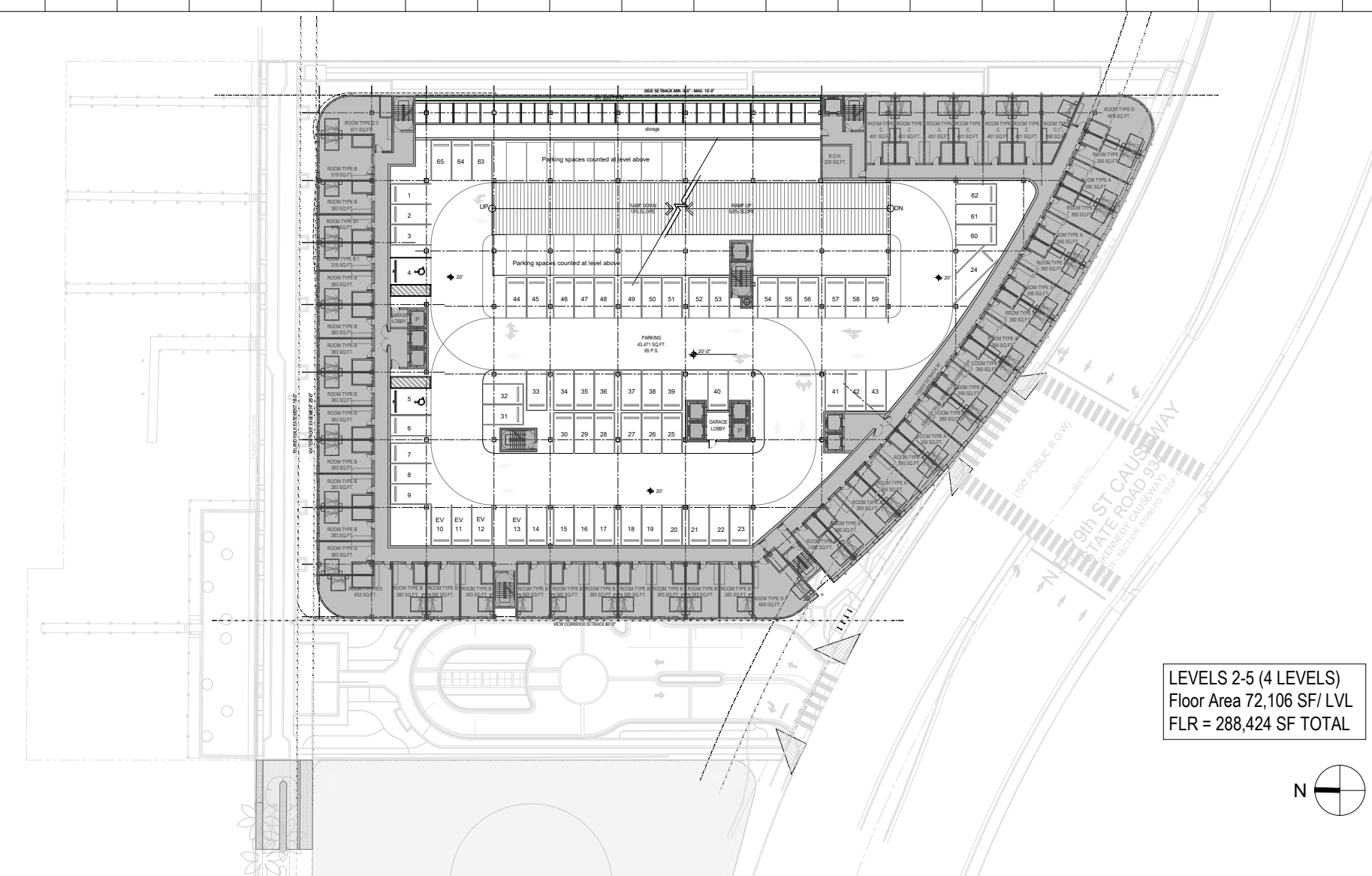
Date 12/01/2022
Scale
Project 2259

Sheet No.
A1.00



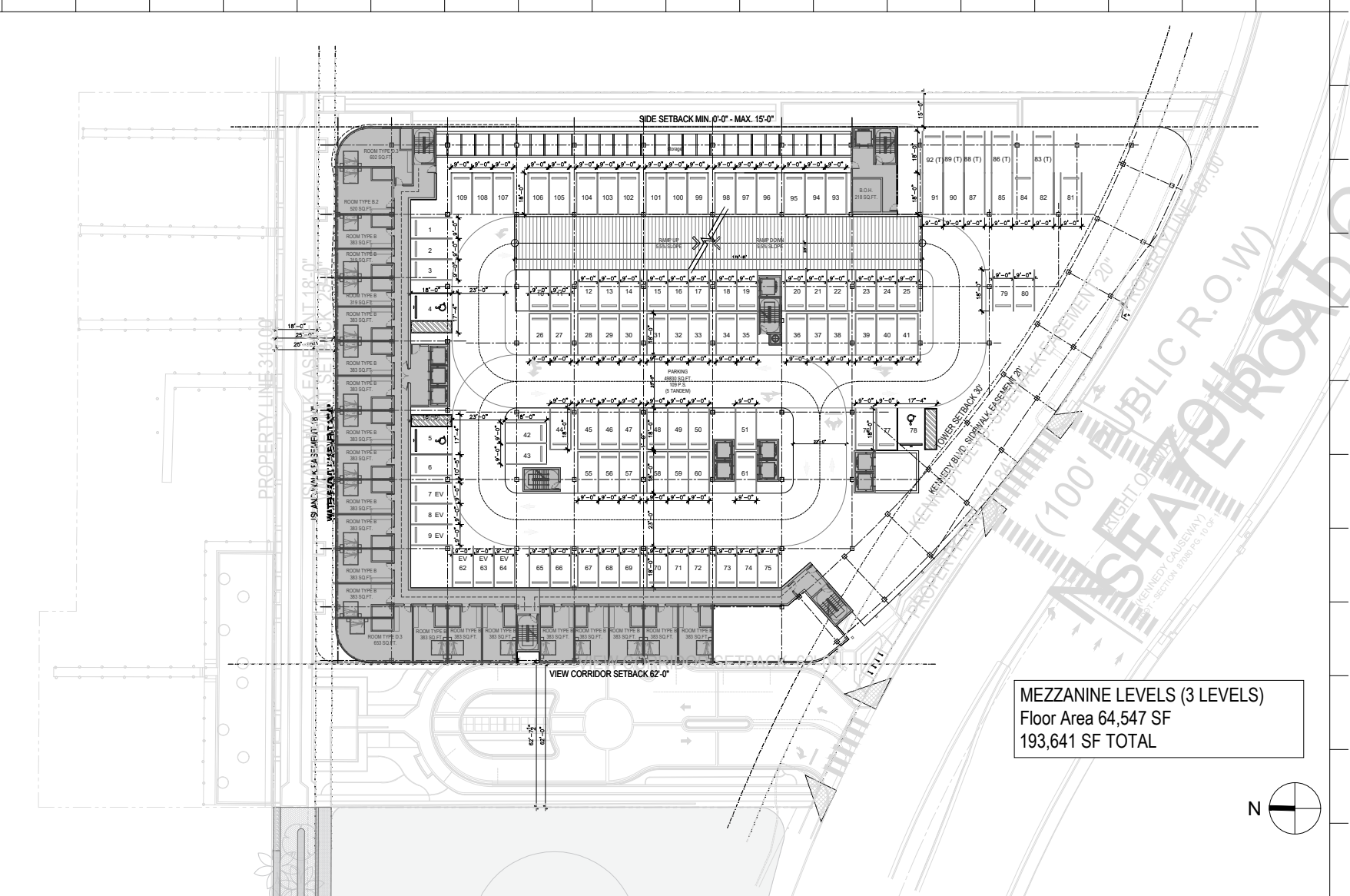
1 GROUND LEVEL PLAN

Floor Area = 39,159 SF TOTAL



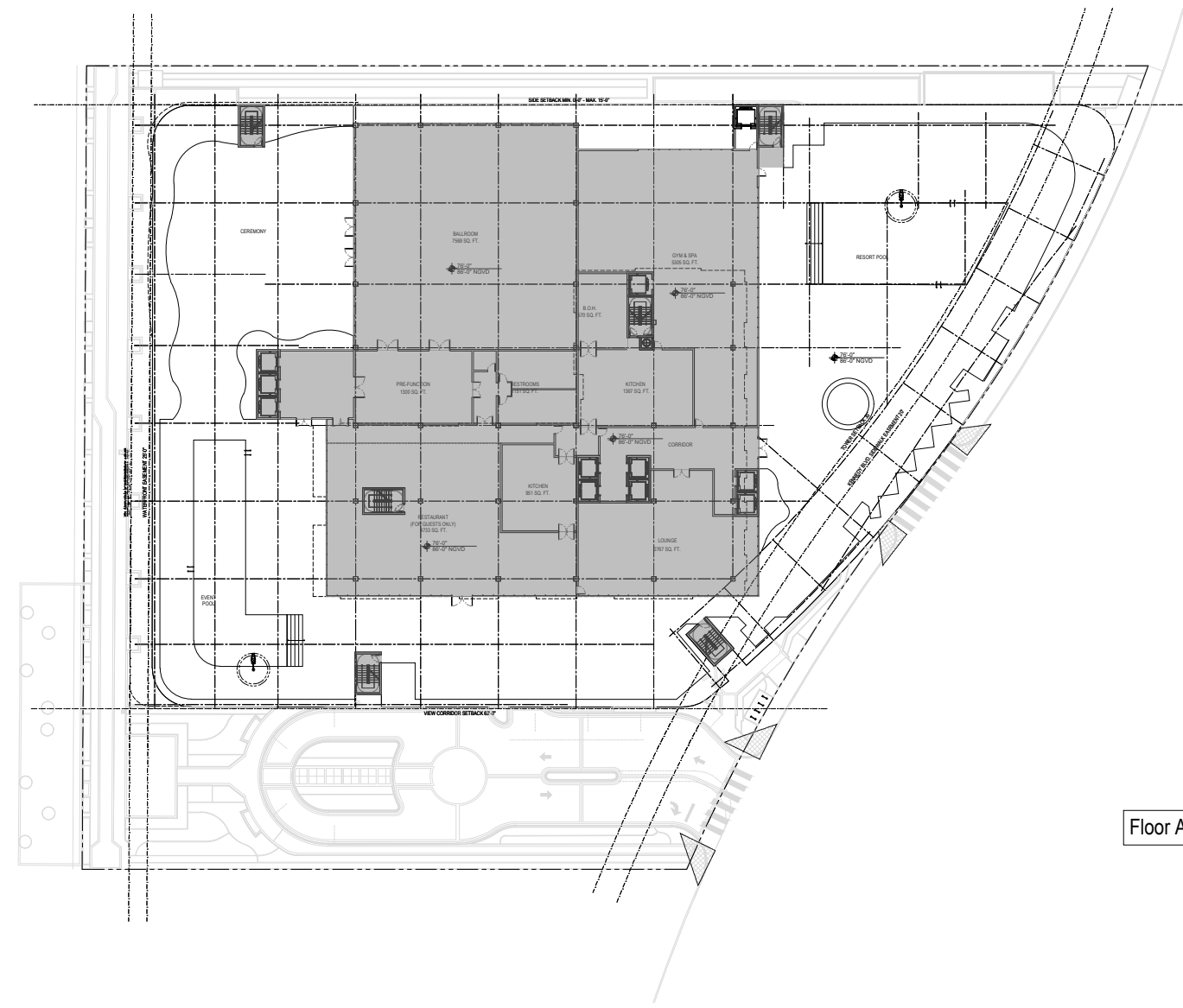
2 LEVELS 2-5

LEVELS 2-5 (4 LEVELS)
Floor Area 72,106 SF / LVL
FLR = 288,424 SF TOTAL



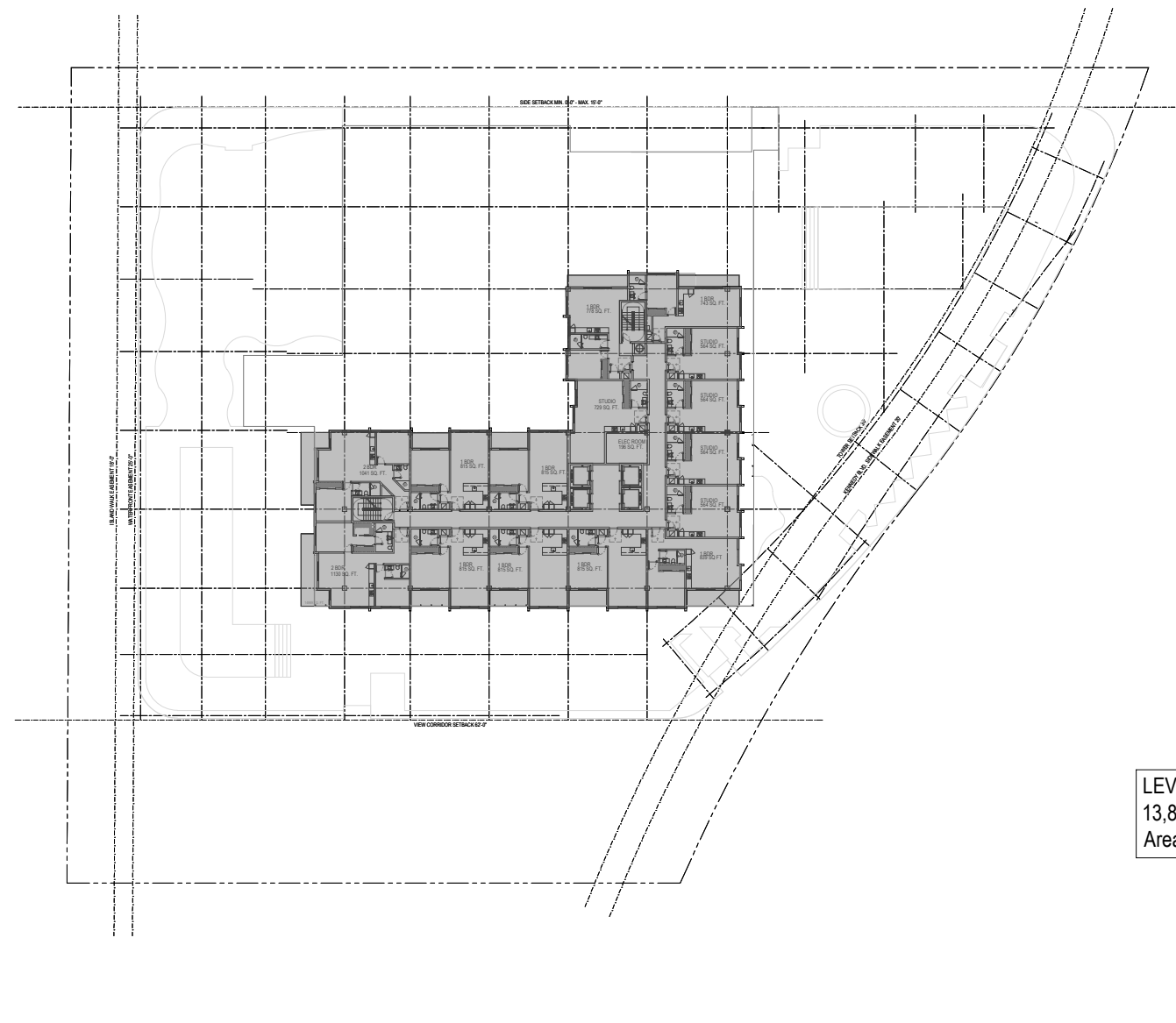
2 MEZZANINE LEVELS

MEZZANINE LEVELS (3 LEVELS)
Floor Area 64,547 SF
193,641 SF TOTAL



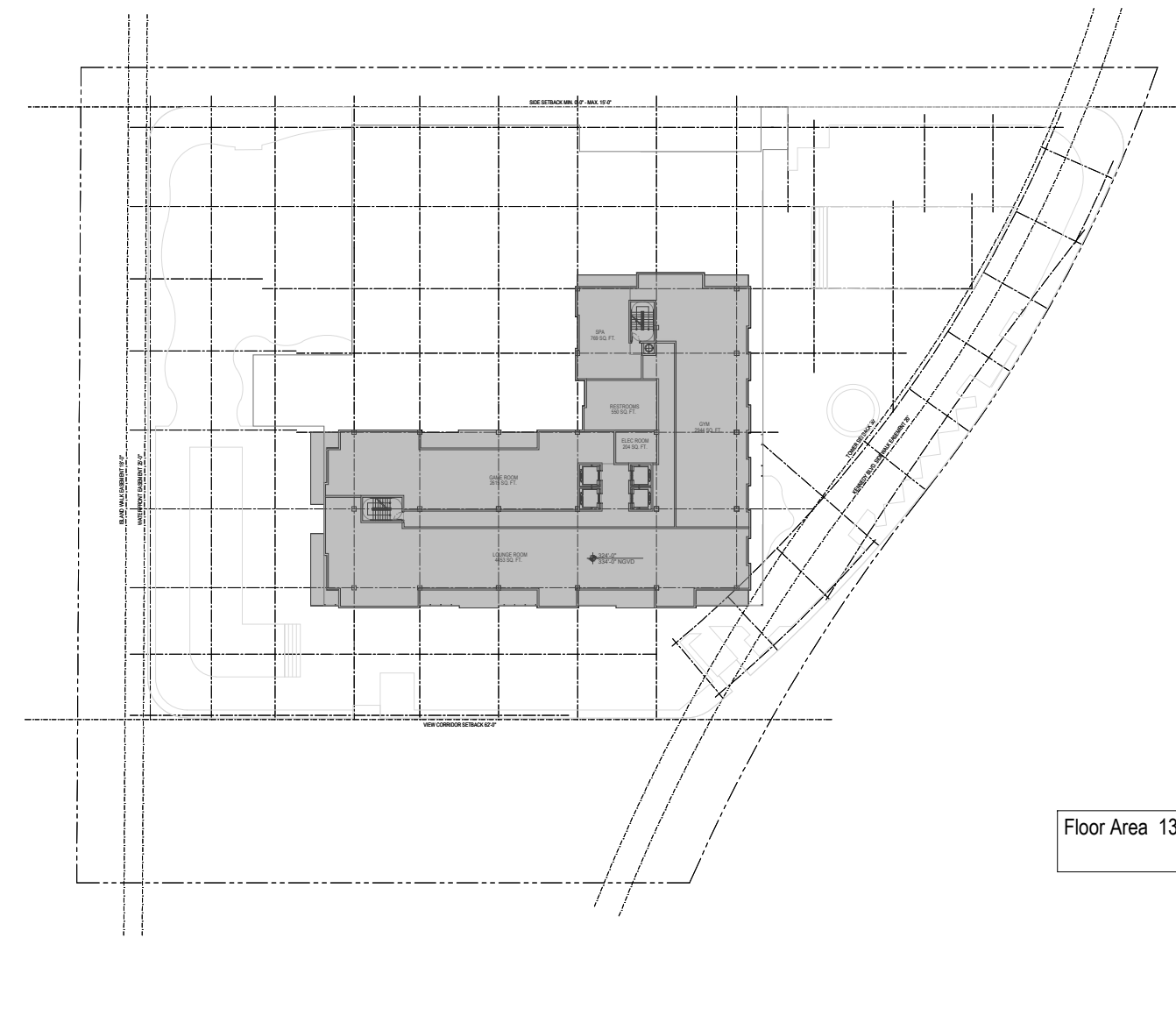
6 LEVEL 06 PLAN

Floor Area 29,998 SF TOTAL



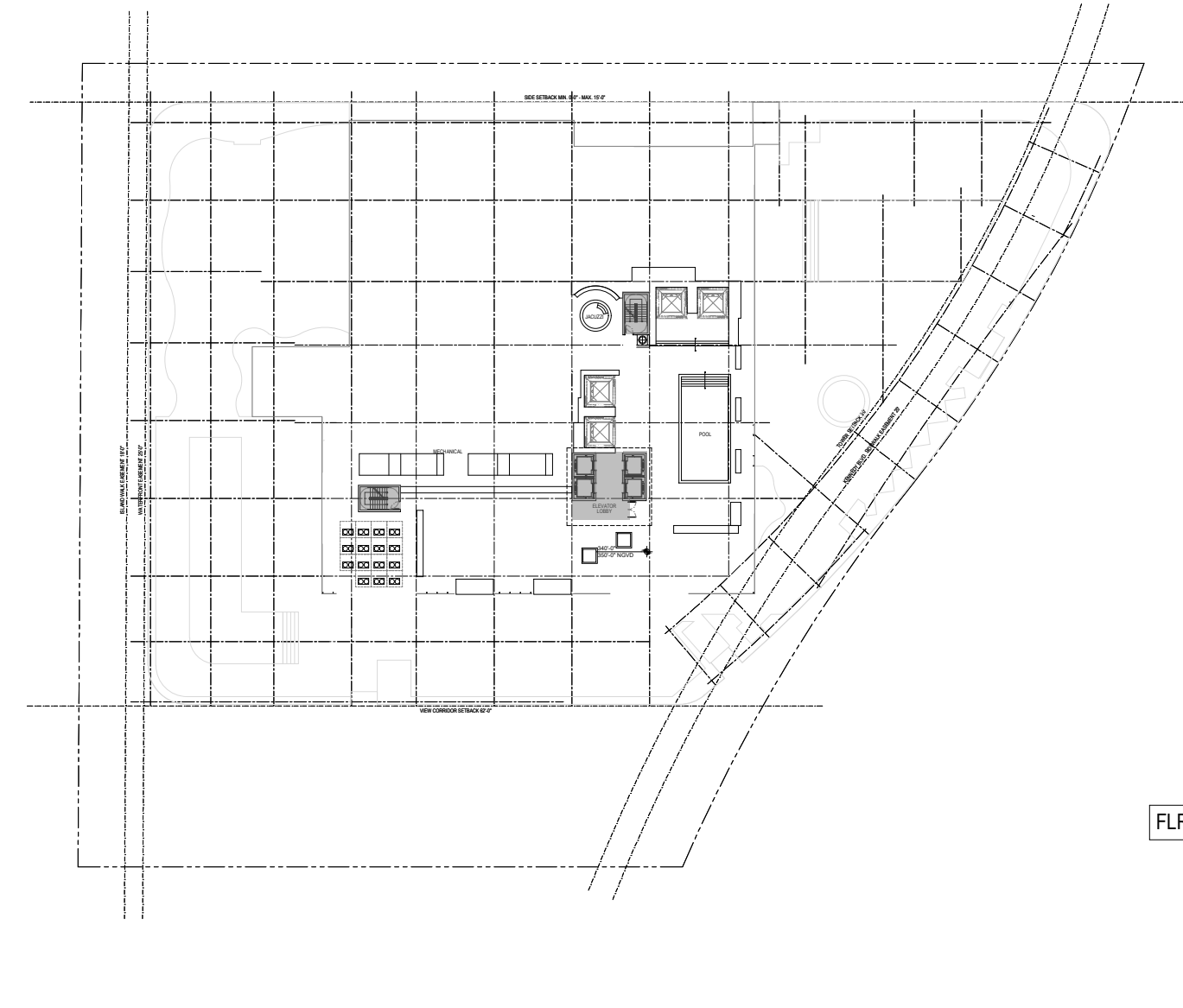
7 TYP. TOWER (LVLS 7-29)

LEVELS 7-29
13,837 SF / LVL
Area 318,251 SF TOTAL



8 LEVEL 30 PLAN

Floor Area 13,563 SF TOTAL



9 ROOF PLAN

FLR 1,011 SF TOTAL

LEVELS	FLR AND AREA CALCULATION										FLOOR AREA				
	RESIDENTIAL UNITS				HOTEL UNITS	COMMERCIAL		AMENITIES		PARKING		CORE	LOBBY/CIRC	BOH	BALCONY
	STUDIO	1 BDR.	2 BDR	PER LEVEL		RETAIL	RESTAURANT	RESTAURANT	AMENITIES						
ROOF											640	371	3500	9418	1011
30									11300		629	1430	204	1406	13563
29	2985	6435	2171	11591							629	1431	196	1095	13847
28	2985	6435	2171	11591							629	1431	196	1095	13847
27	2985	6435	2171	11591							629	1431	196	1095	13847
26	2985	6435	2171	11591							629	1431	196	1095	13847
25	2985	6435	2171	11591							629	1431	196	1095	13847
24	2985	6435	2171	11591							629	1431	196	1095	13847
23	2985	6435	2171	11591							629	1431	196	1095	13847
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17	2985	6435	2171	11591							629	1431	196	1095	13847
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8	2985	6435	2171	11591							629	1431	196	1095	13847
7	2985	6435	2171	11591							629	1431	196	1095	13847
6								4733	17845		1602	2928	2890	40241	29998
5					20741					43612	1941	5594	218	0	72106
Mezzanine					9303					49830	1941	3255	218	0	64547
4					20741					43612	1941	5594	218	0	72106
Mezzanine					9303					49830	1941	3255	218	0	64547
3					20741					43612	1941	5594	218	0	72106
Mezzanine					9303					49830	1941	3255	218	0	64547
2					20741					43612	1941	5594	218	0	72106
1							2594	15499		5076	1861	8135	5994	0	39159
TOTALS				266593	110873		2594	15499	4733	29145	329014	32786	77918	18622	884277

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Second Submission

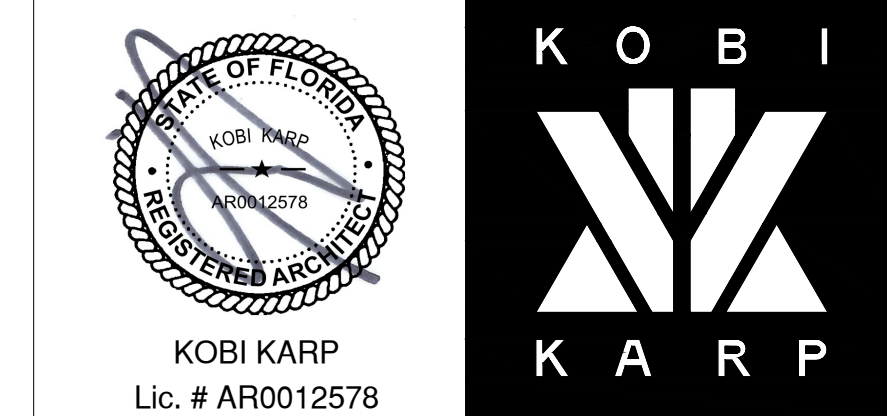
1819-1855 79th St. CAUSEWAY
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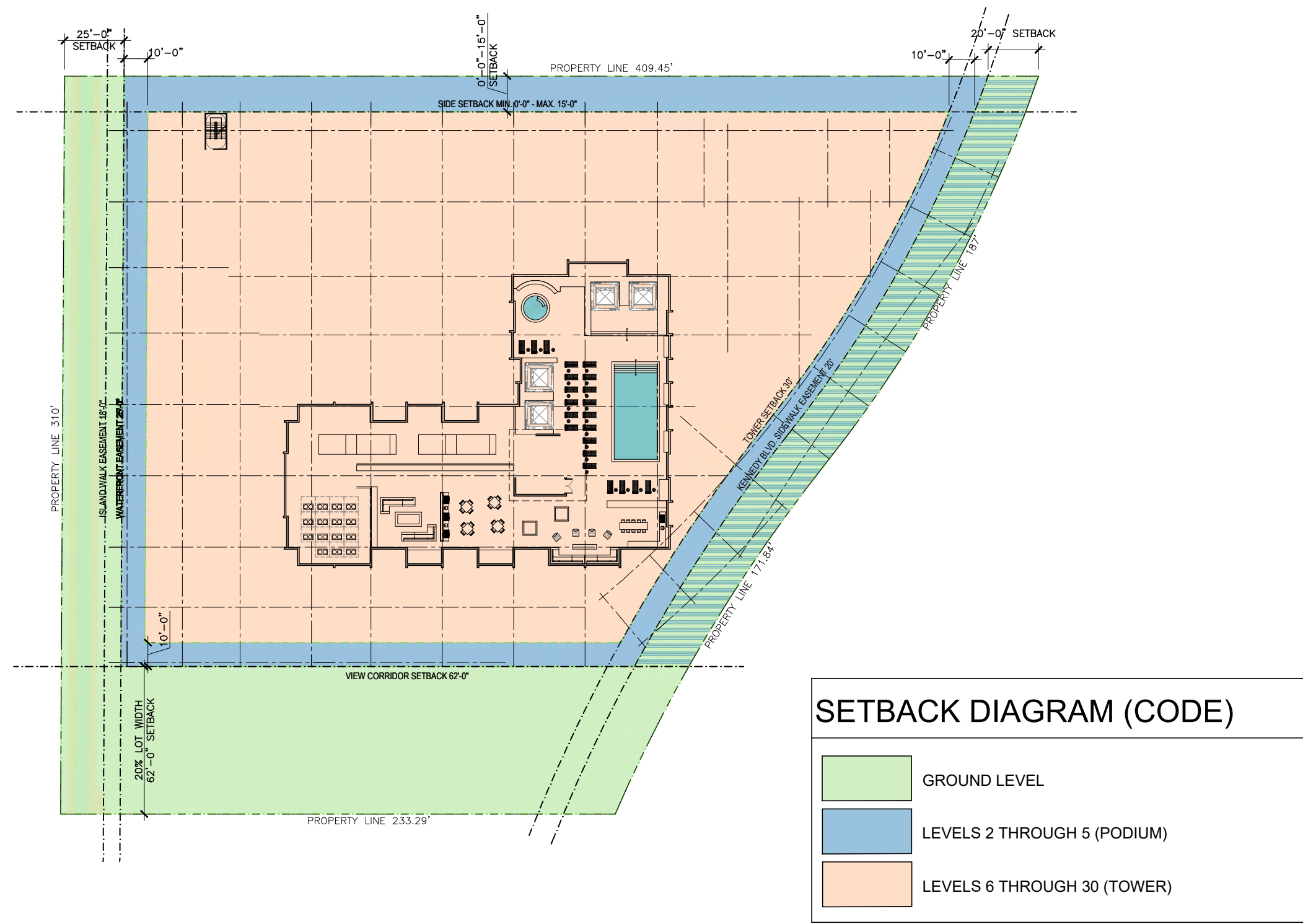
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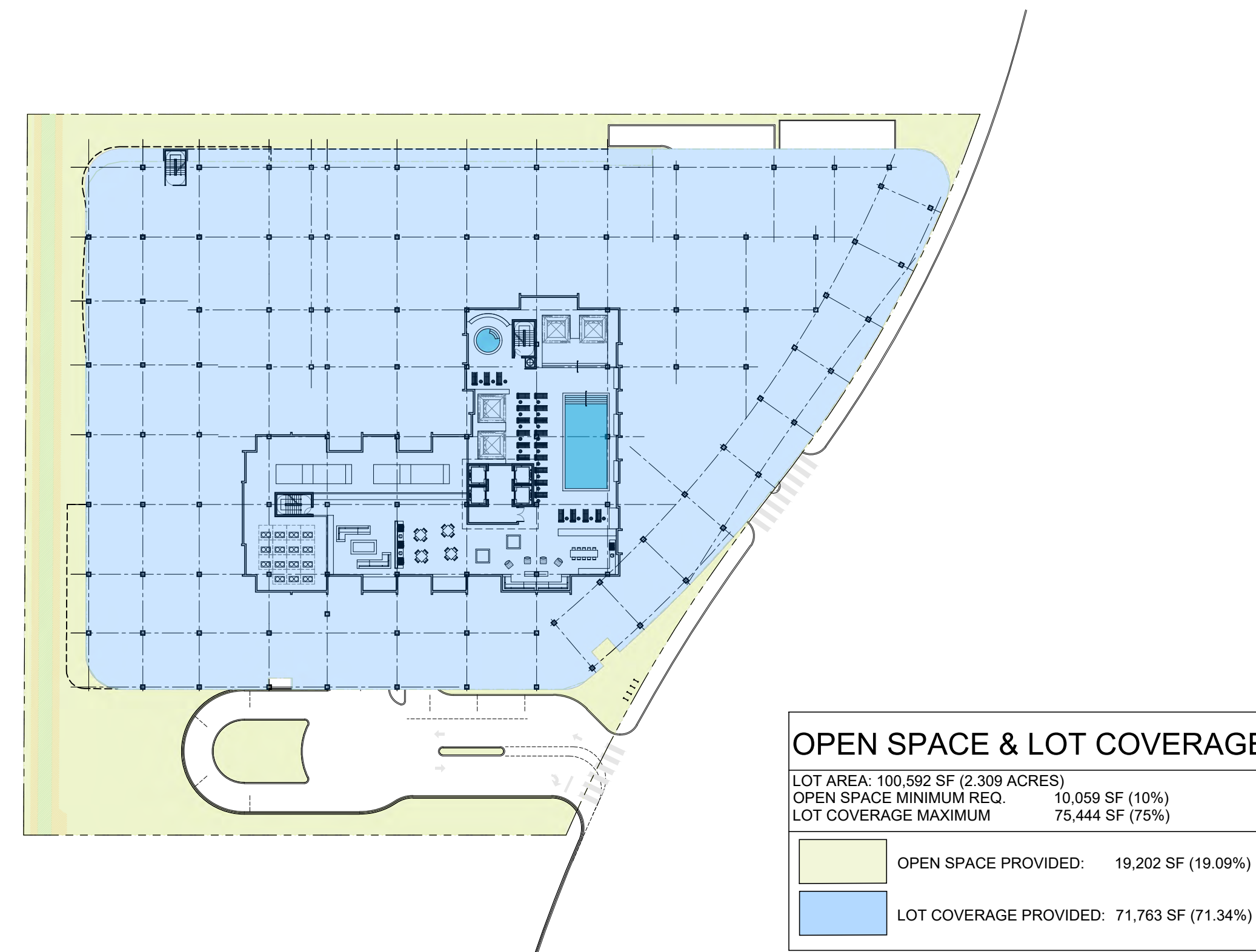


FLR DIAGRAM

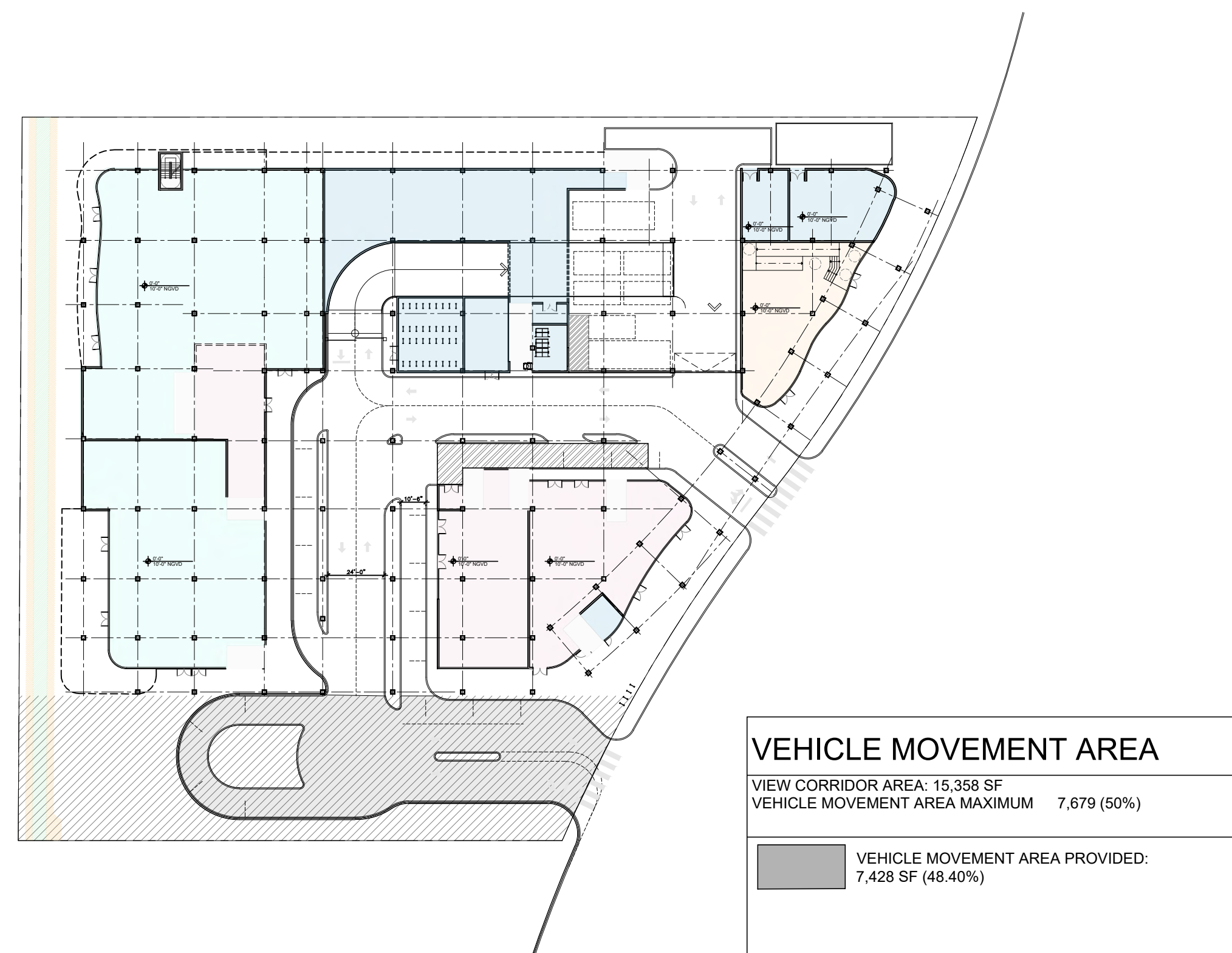
Date	12/01/2022	Sheet No.	A1.01
Scale	1/64"=1'-0"		
Project	2259		



1 SETBACK DIAGRAM
Scale: 1" = 50'-0"



1 OPEN SPACE DIAGRAM
Scale: 1" = 50'-0"



2 VEHICLE MOVEMENT AREA
Scale: 1" = 50'-0"

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PLANNING AND ZONING

Second Submission

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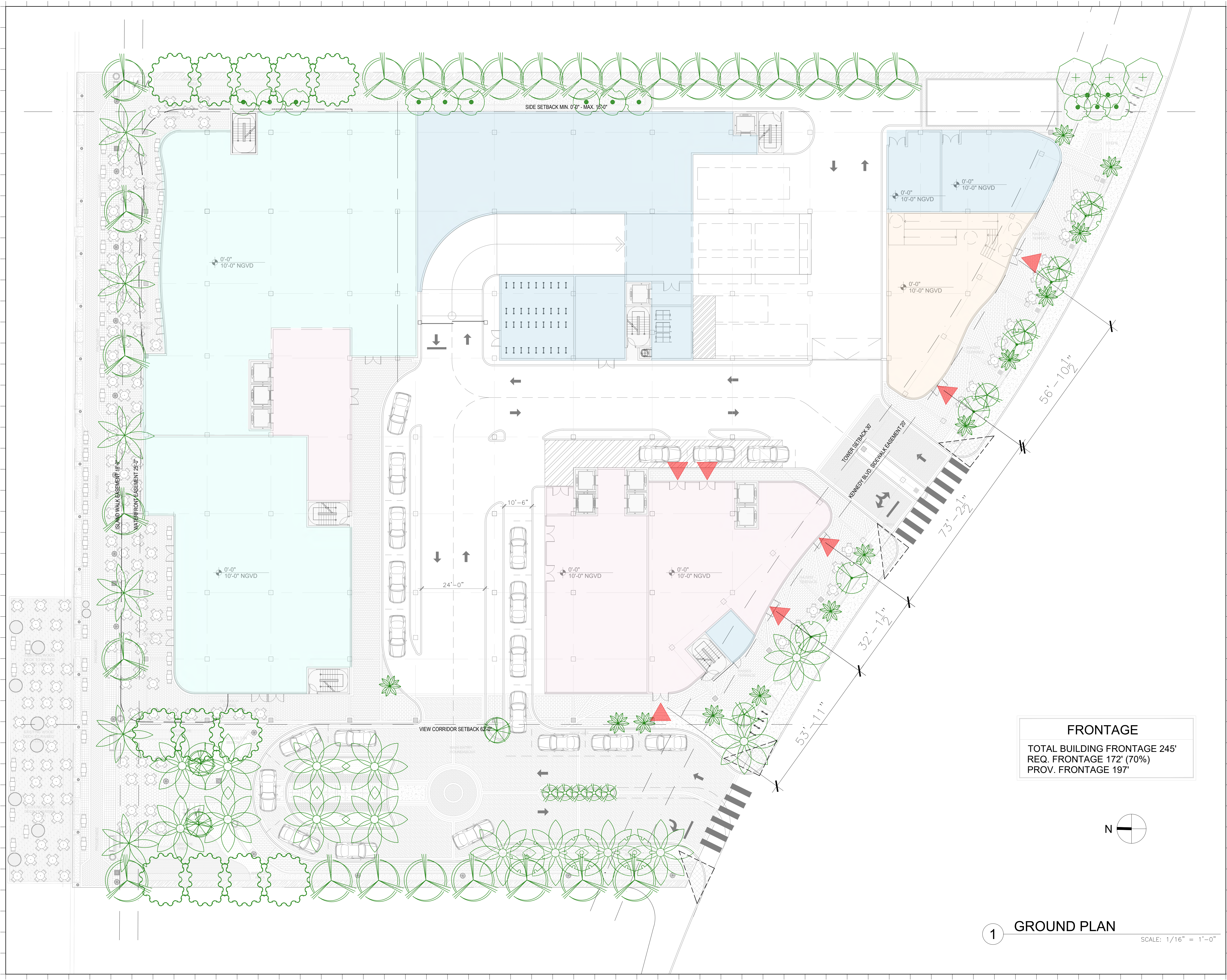
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ZONING DIAGRAMS

Date	12/01/2022	Sheet No.	A1.02
Scale	1"=50'-0"		
Project	2259		



FRONTAGE
 TOTAL BUILDING FRONTAGE 245'
 REQ. FRONTAGE 172' (70%)
 PROV. FRONTAGE 197'

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

Rev.	Date	Rev.	Date

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PLANNING AND ZONING
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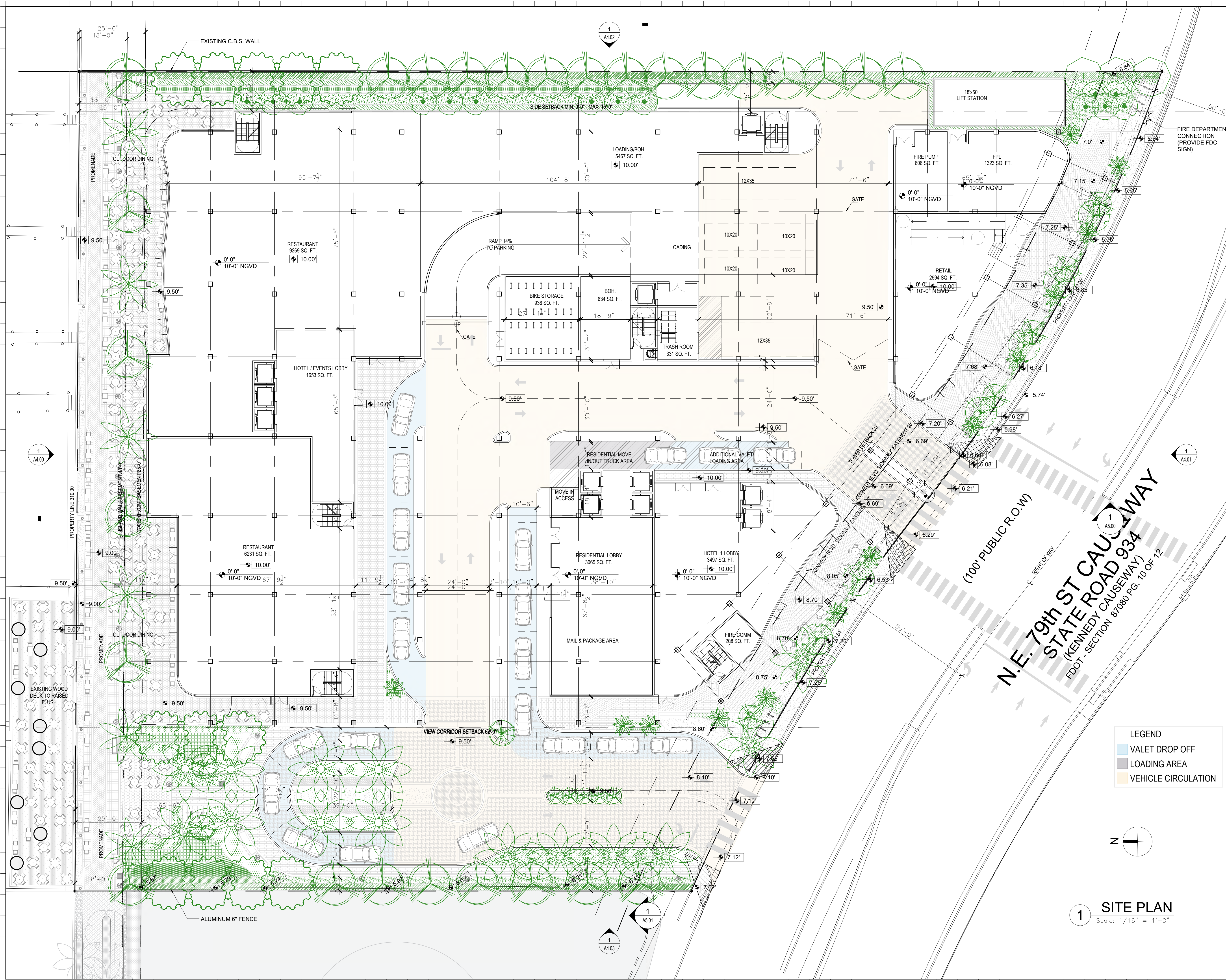
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PRINCIPAL FRONTAGE AND DOOR LOCATION

Date	12/01/2022	Sheet No.	A1.03
Scale	1/16"=1'-0"		
Project	2259		



Rev.	Date Rev.	Date

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 Second Submission

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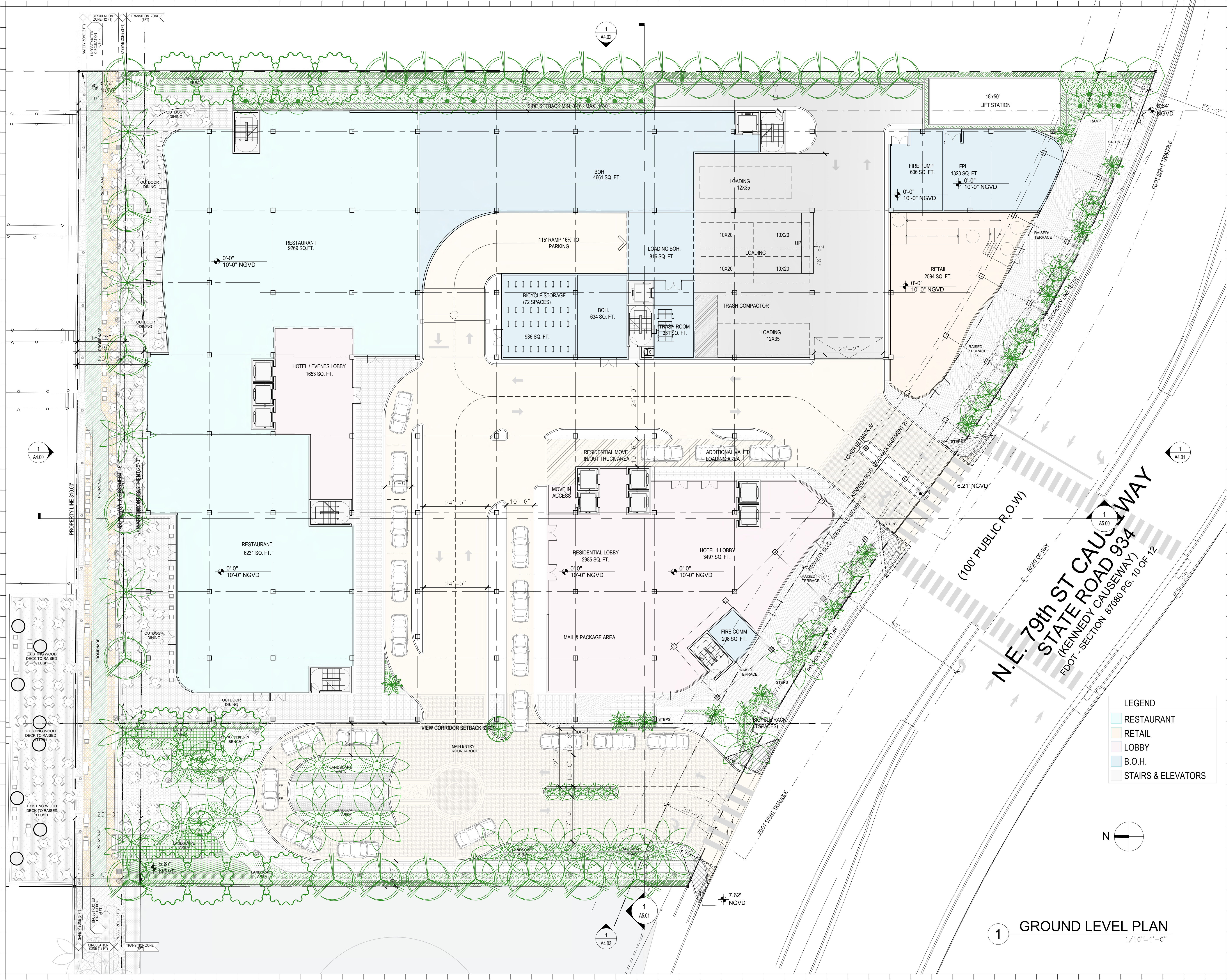
FLOOR PLAN - SITE PLAN
 PROPOSED

Date	12/01/2022	Sheet No.	A2.00
Scale	1/16" = 1'-0"		
Project	2259		

LEGEND

- VALET DROP OFF
- LOADING AREA
- VEHICLE CIRCULATION

1 SITE PLAN
 Scale: 1/16" = 1'-0"



Rev.	Date Rev.	Date

PLANNING AND ZONING
Second Submission

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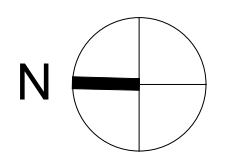


FLOOR PLAN - LEVEL 01
PROPOSED

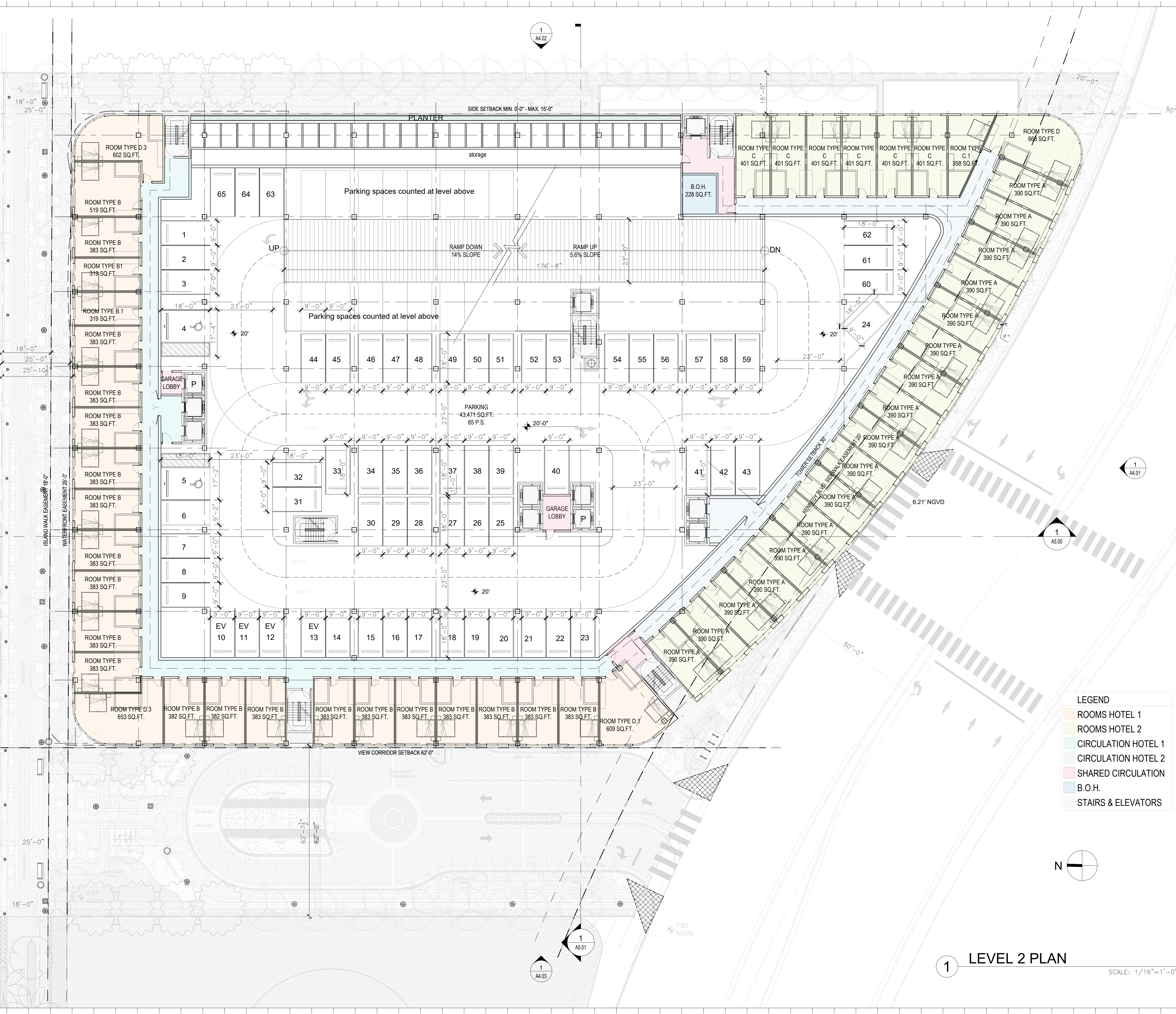
Date	12/01/2022	Sheet No.	A3.01
Scale	1/16"=1'-0"		
Project	2259		

N.E. 79th ST CAUSEWAY
STATE ROAD 934
(KENNEDY CAUSEWAY)
FDOT - SECTION 87080 PG. 10 OF 12

- LEGEND**
- RESTAURANT
 - RETAIL
 - LOBBY
 - B.O.H.
 - STAIRS & ELEVATORS



1 GROUND LEVEL PLAN
1/16"=1'-0"



Rev.	Date	Rev.	Date

PLANNING AND ZONING

Second Submission

1819-1855 79th St. CAUSEWAY
NORTH BAY VILLAGE, FL, 33141

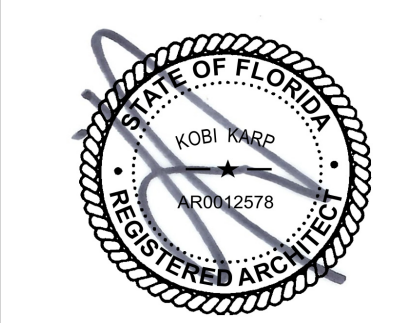
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- LEGEND**
- ROOMS HOTEL 1
 - ROOMS HOTEL 2
 - CIRCULATION HOTEL 1
 - CIRCULATION HOTEL 2
 - SHARED CIRCULATION
 - B.O.H.
 - STAIRS & ELEVATORS

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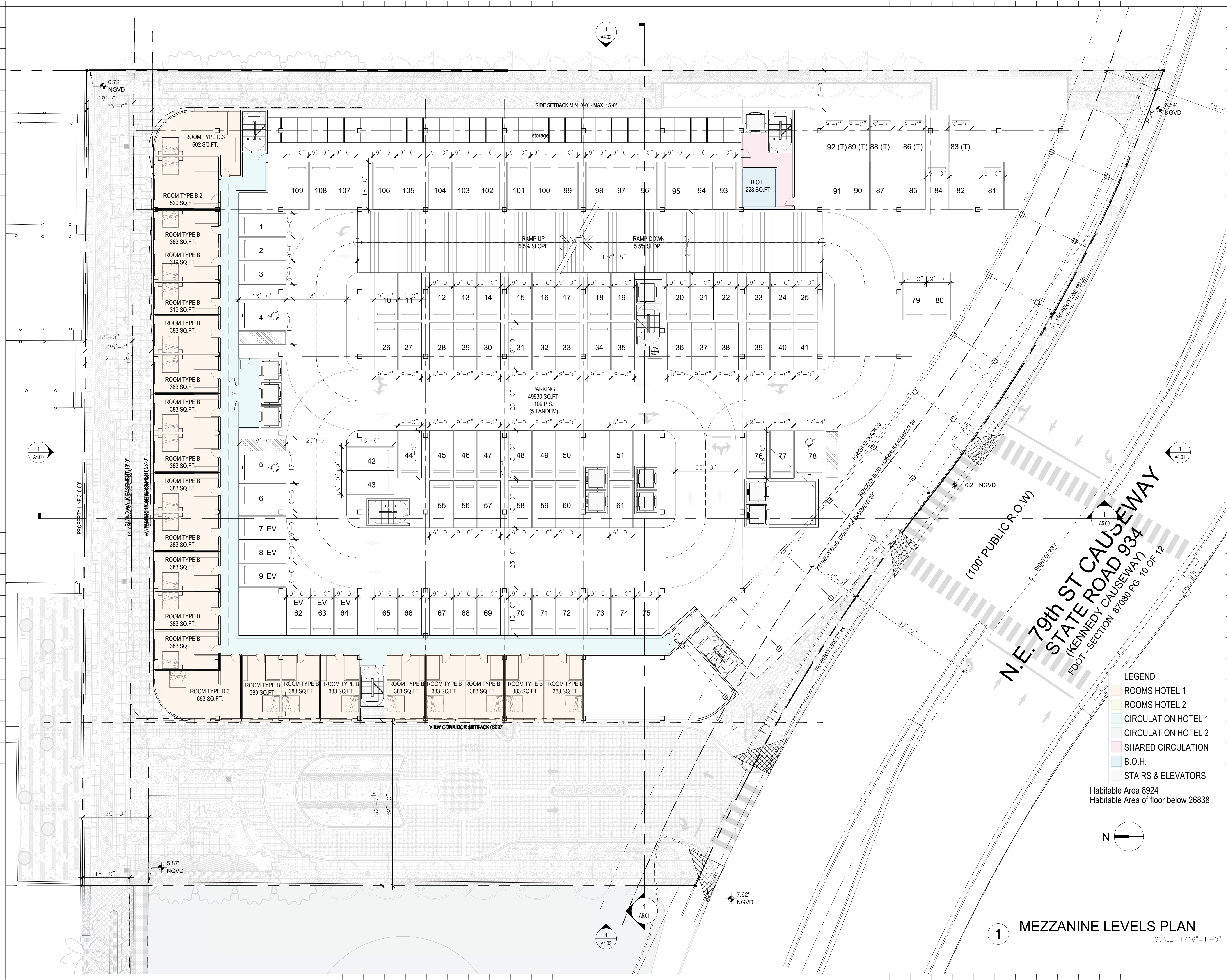
FLOOR PLAN - LEVEL 2

PROPOSED

Date	12/01/2022	Sheet No.	A3.02
Scale	1/16"=1'-0"		
Project	2259		

LEVEL 2 PLAN

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



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Second Submission

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FLOOR PLAN - MEZZANINE LEVELS PROPOSED

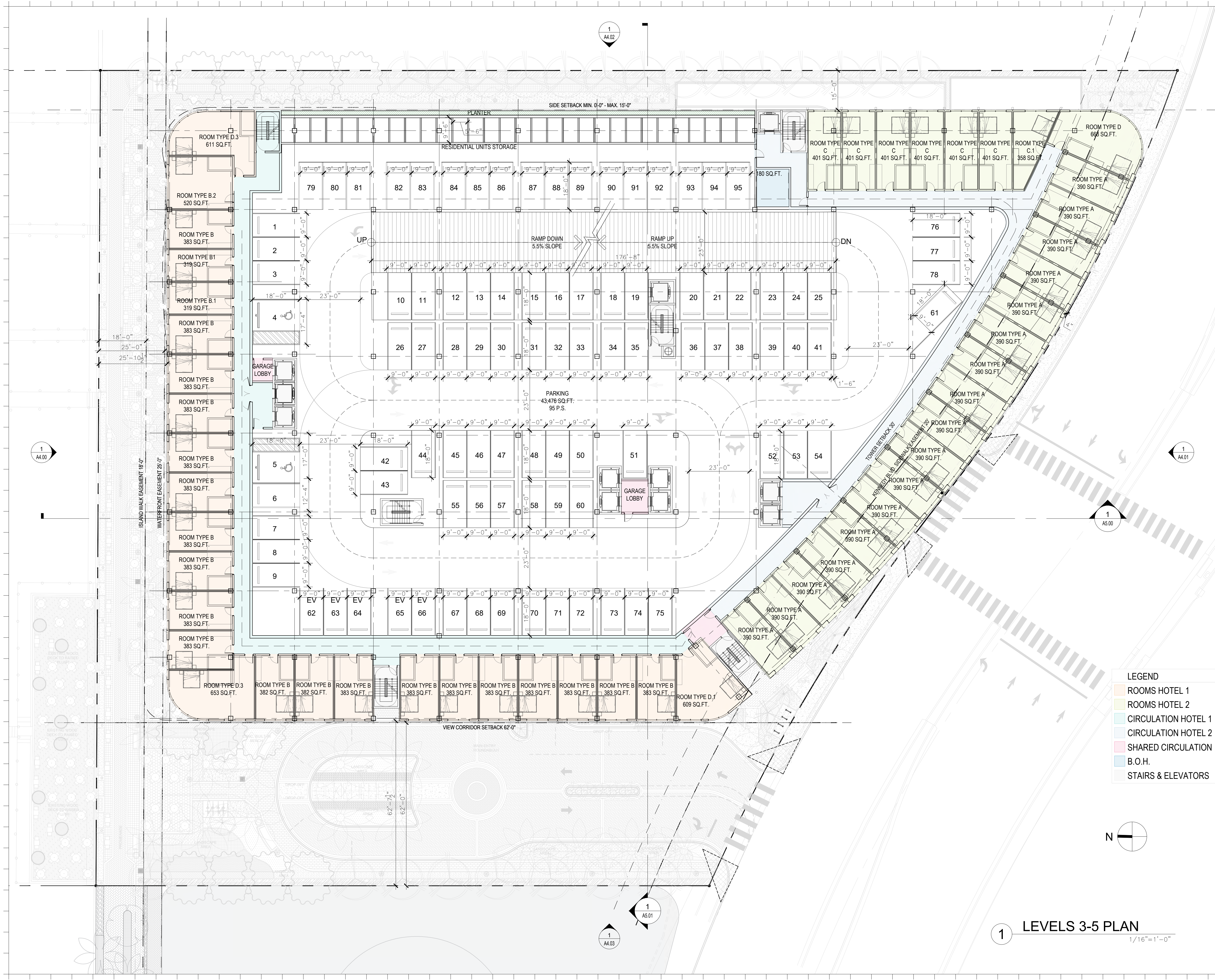
Date	12/01/2022	Sheet No.	A3.0M
Scale	1/16"=1'-0"		
Project	2259		

N.E. 79th ST CAUSEWAY
STATE ROAD 934
(KENNEDY CAUSEWAY)
FDOT - SECTION 87080 PG. 10 OF 12
(100' PUBLIC R.O.W.)

- LEGEND**
- ROOMS HOTEL 1
 - ROOMS HOTEL 2
 - CIRCULATION HOTEL 1
 - CIRCULATION HOTEL 2
 - SHARED CIRCULATION
 - B.O.H.
 - STAIRS & ELEVATORS
- Habitable Area 8924
Habitable Area of floor below 26838



MEZZANINE LEVELS PLAN
SCALE: 1/16"=1'-0"



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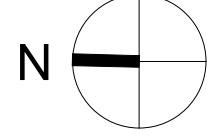
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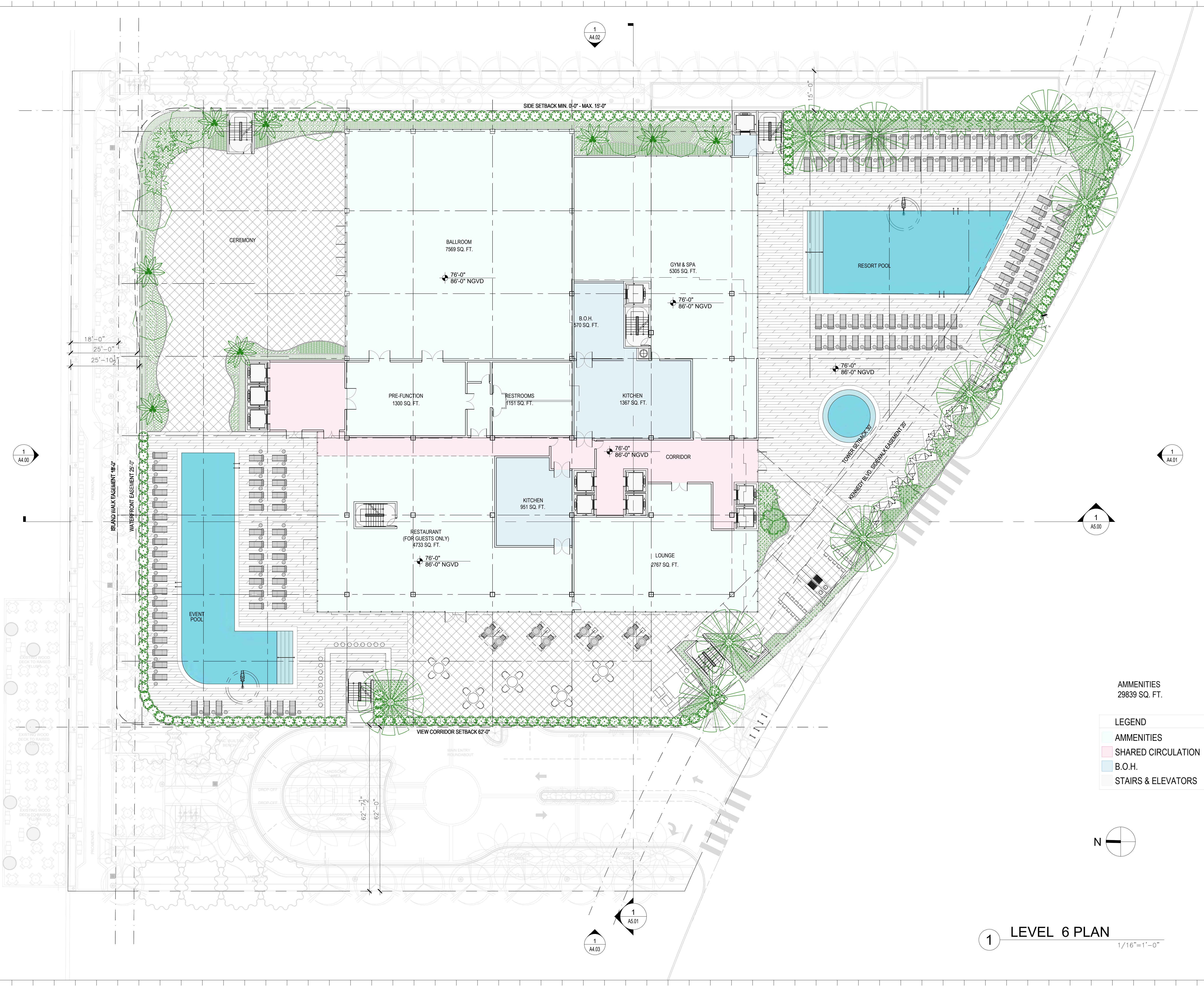
FLOOR PLAN - LEVELS 3 TO 5 PROPOSED

Date	12/01/2022	Sheet No.	A3.03
Scale	1/16"=1'-0"		
Project	2259		

- LEGEND**
- ROOMS HOTEL 1
 - ROOMS HOTEL 2
 - CIRCULATION HOTEL 1
 - CIRCULATION HOTEL 2
 - SHARED CIRCULATION
 - B.O.H.
 - STAIRS & ELEVATORS

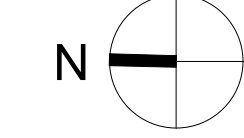


1 LEVELS 3-5 PLAN
1/16"=1'-0"



AMMENITIES
29839 SQ. FT.

- LEGEND
- AMMENITIES
 - SHARED CIRCULATION
 - B.O.H.
 - STAIRS & ELEVATORS



1 LEVEL 6 PLAN
1/16"=1'-0"

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Second Submission

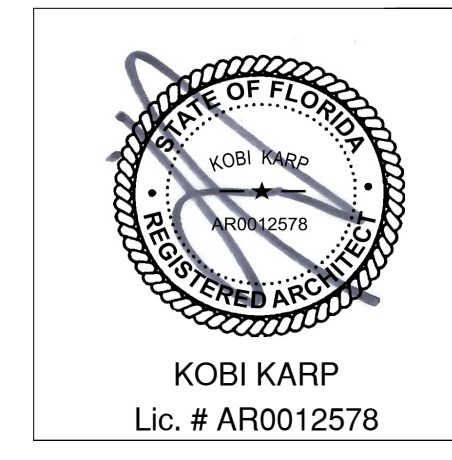
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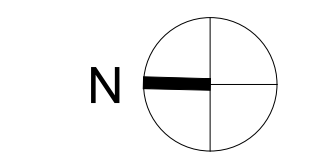
FLOOR PLAN - LEVEL 6
AMENITIES FLOOR

Date	12/01/2022	Sheet No.	A3.06
Scale	1/16"=1'-0"		
Project	2259		



LEGEND

- RESIDENTIAL - STUDIO
- RESIDENTIAL - 1 BDR
- RESIDENTIAL - 2 BDR
- SHARED CIRCULATION
- B.O.H.
- STAIRS & ELEVATORS



LEVELS 7-29 PLAN
1/16"=1'-0"

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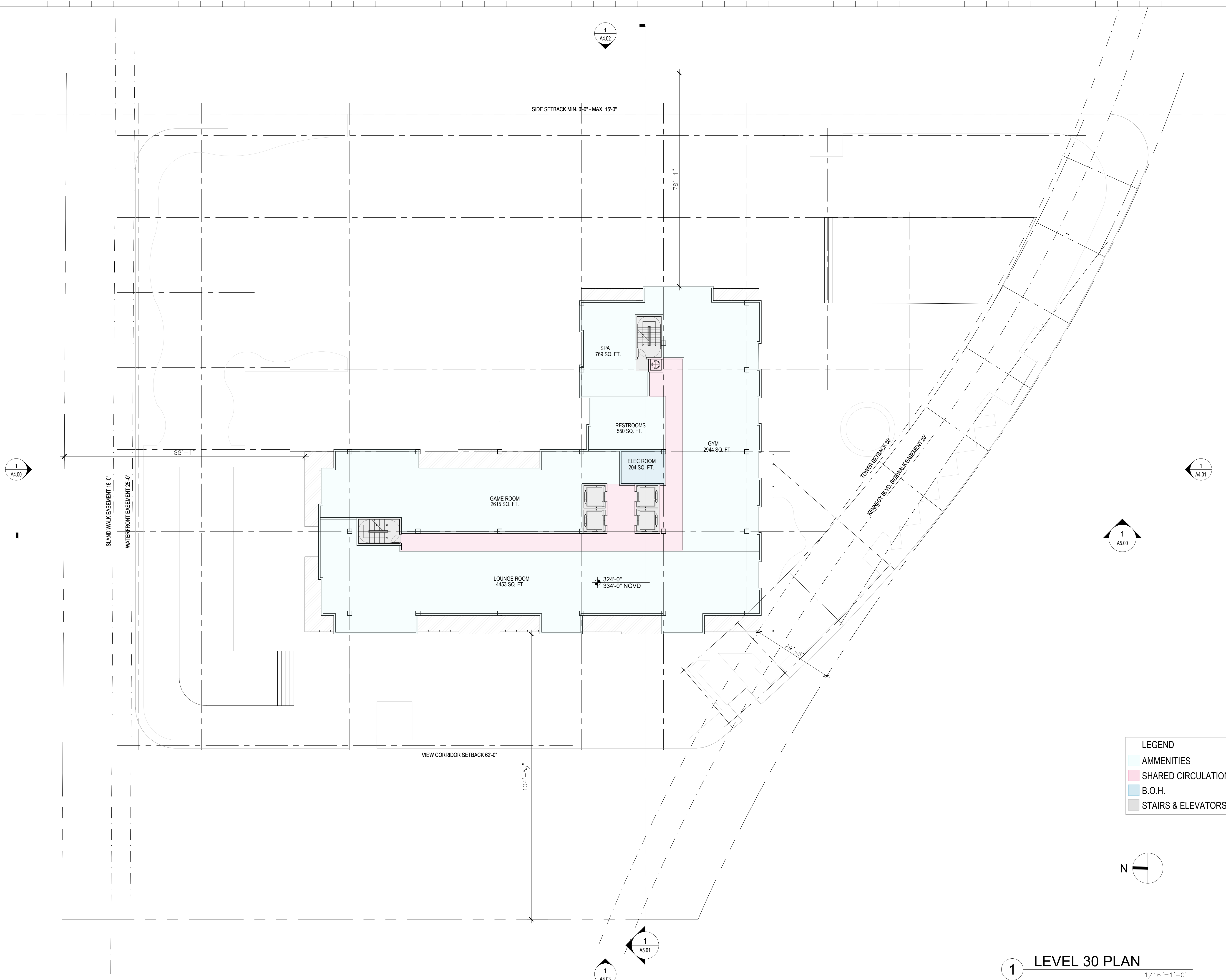
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K A R P

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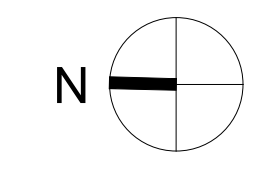
FLOOR PLAN - LEVEL 7-29
PROPOSED

Date	12/01/2022	Sheet No.	A3.07
Scale	1/16"=1'-0"		
Project	2259		



LEGEND

- AMMENITIES
- SHARED CIRCULATION
- B.O.H.
- STAIRS & ELEVATORS



1 LEVEL 30 PLAN
1/16"=1'-0"

Rev.	Date	Rev.	Date

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Second Submission

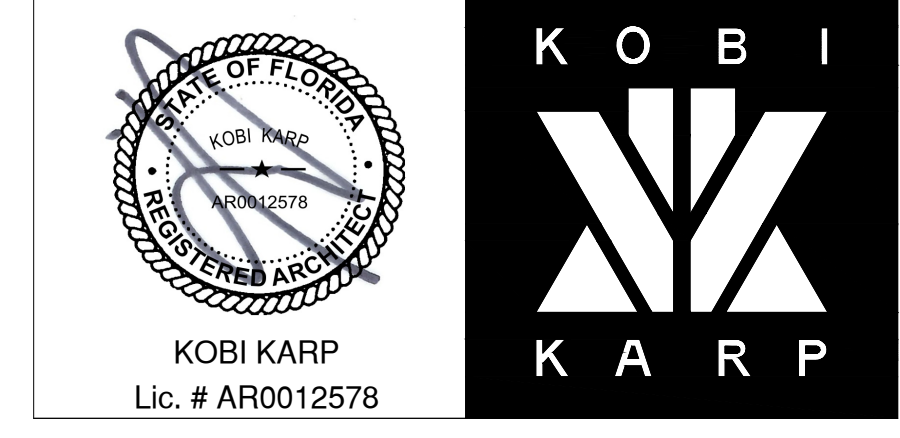
1819-1855 79th St. CAUSEWAY
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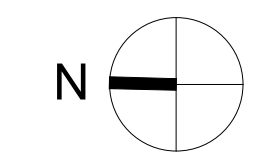
FLOOR PLAN - LEVEL 30
PROPOSED

Date	12/01/2022	Sheet No.	A3.30
Scale	1/16"=1'-0"		
Project	2259		



LEGEND

	SHARED CIRCULATION
	B.O.H.
	STAIRS & ELEVATORS



1 ROOF PLAN
1/16"=1'-0"

Rev.	Date	Rev.	Date

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PLANNING AND ZONING
Second Submission

1819-1855 79th St. CAUSEWAY
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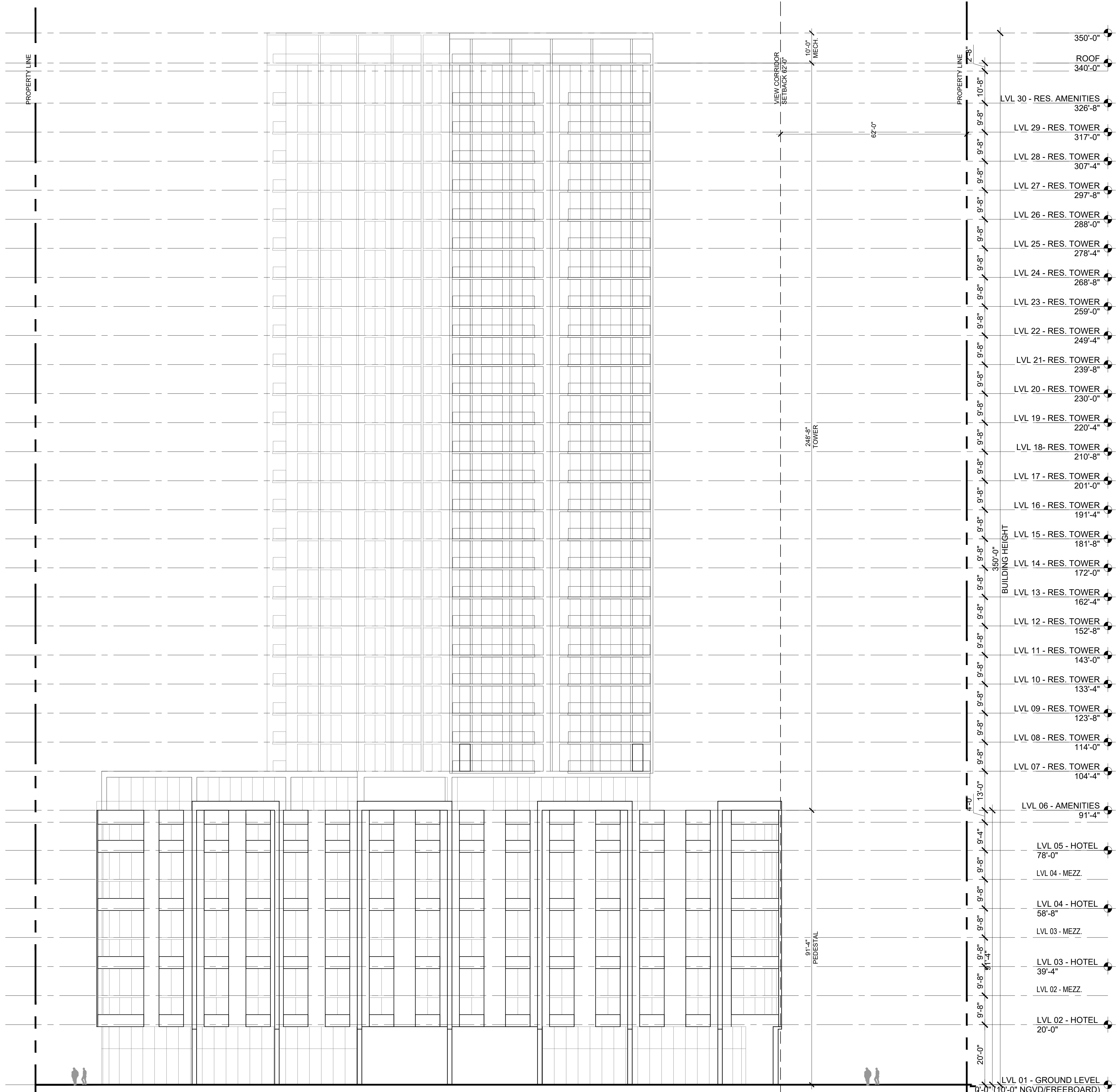
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KOBİ KARP
Lic. # AR0012578

FLOOR PLAN - ROOF DECK
PROPOSED

Date	12/01/2022	Sheet No.	A3.31
Scale	1/16"=1'-0"		
Project	2259		



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PLANNING AND ZONING

Second Submission

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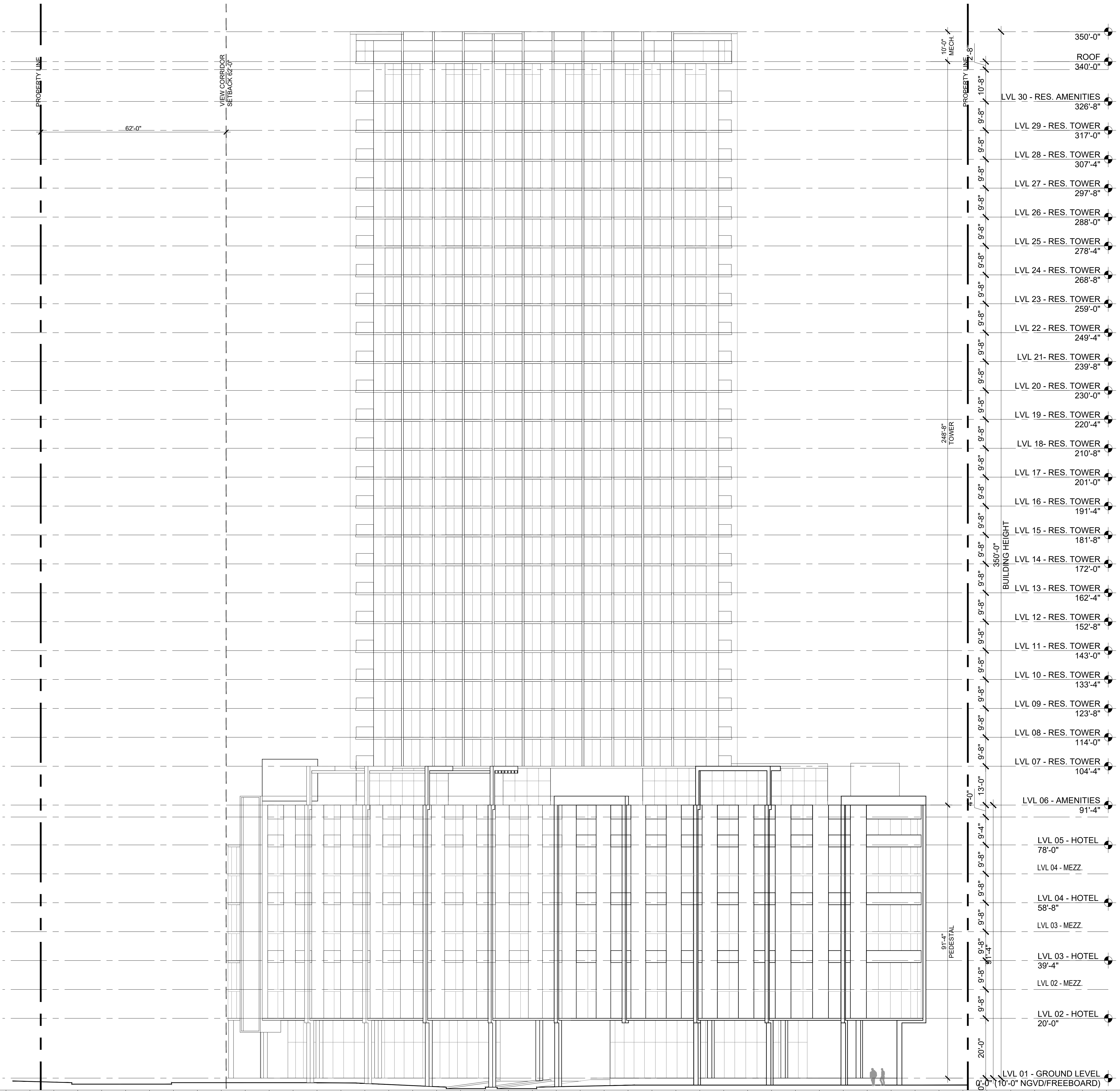
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PROPOSED ELEVATION NORTH

Date	12/01/2022	Sheet No.	A4.00
Scale	1/16"=1'-0"		
Project	2259		



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PLANNING AND ZONING

Second Submission

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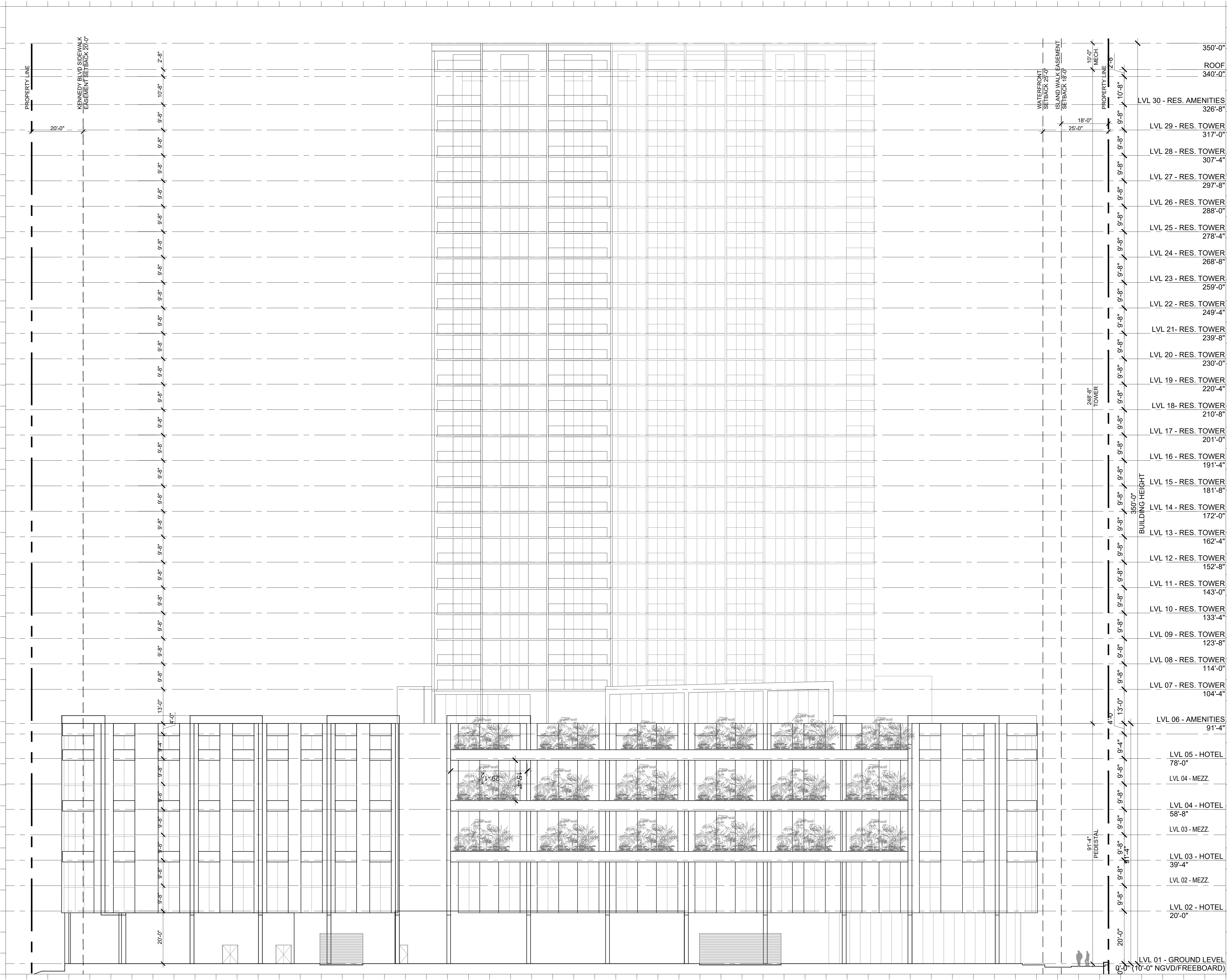
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PROPOSED ELEVATION SOUTH

Date	12/01/2022	Sheet No.	A4.01
Scale	1/16"=1'-0"		
Project	2259		



350'-0"	ROOF
340'-0"	
	LVL 30 - RES. AMENITIES
326'-8"	
	LVL 29 - RES. TOWER
317'-0"	
	LVL 28 - RES. TOWER
307'-4"	
	LVL 27 - RES. TOWER
297'-8"	
	LVL 26 - RES. TOWER
288'-0"	
	LVL 25 - RES. TOWER
278'-4"	
	LVL 24 - RES. TOWER
268'-8"	
	LVL 23 - RES. TOWER
259'-0"	
	LVL 22 - RES. TOWER
249'-4"	
	LVL 21 - RES. TOWER
239'-8"	
	LVL 20 - RES. TOWER
230'-0"	
	LVL 19 - RES. TOWER
220'-4"	
	LVL 18 - RES. TOWER
210'-8"	
	LVL 17 - RES. TOWER
201'-0"	
	LVL 16 - RES. TOWER
191'-4"	
	LVL 15 - RES. TOWER
181'-8"	
	LVL 14 - RES. TOWER
172'-0"	
	LVL 13 - RES. TOWER
162'-4"	
	LVL 12 - RES. TOWER
152'-8"	
	LVL 11 - RES. TOWER
143'-0"	
	LVL 10 - RES. TOWER
133'-4"	
	LVL 09 - RES. TOWER
123'-8"	
	LVL 08 - RES. TOWER
114'-0"	
	LVL 07 - RES. TOWER
104'-4"	
	LVL 06 - AMENITIES
91'-4"	
	LVL 05 - HOTEL
78'-0"	
	LVL 04 - MEZZ.
	LVL 04 - HOTEL
58'-8"	
	LVL 03 - MEZZ.
	LVL 03 - HOTEL
39'-4"	
	LVL 02 - MEZZ.
	LVL 02 - HOTEL
20'-0"	
0'-0"	LVL 01 - GROUND LEVEL
	(10'-0" NGVD/FREEBOARD)

Rev.	Date	Rev.	Date

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PLANNING AND ZONING

Second Submission

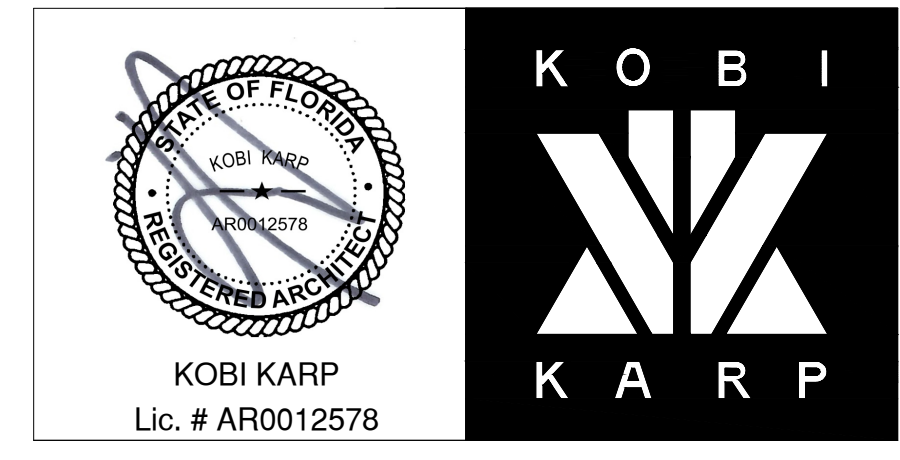
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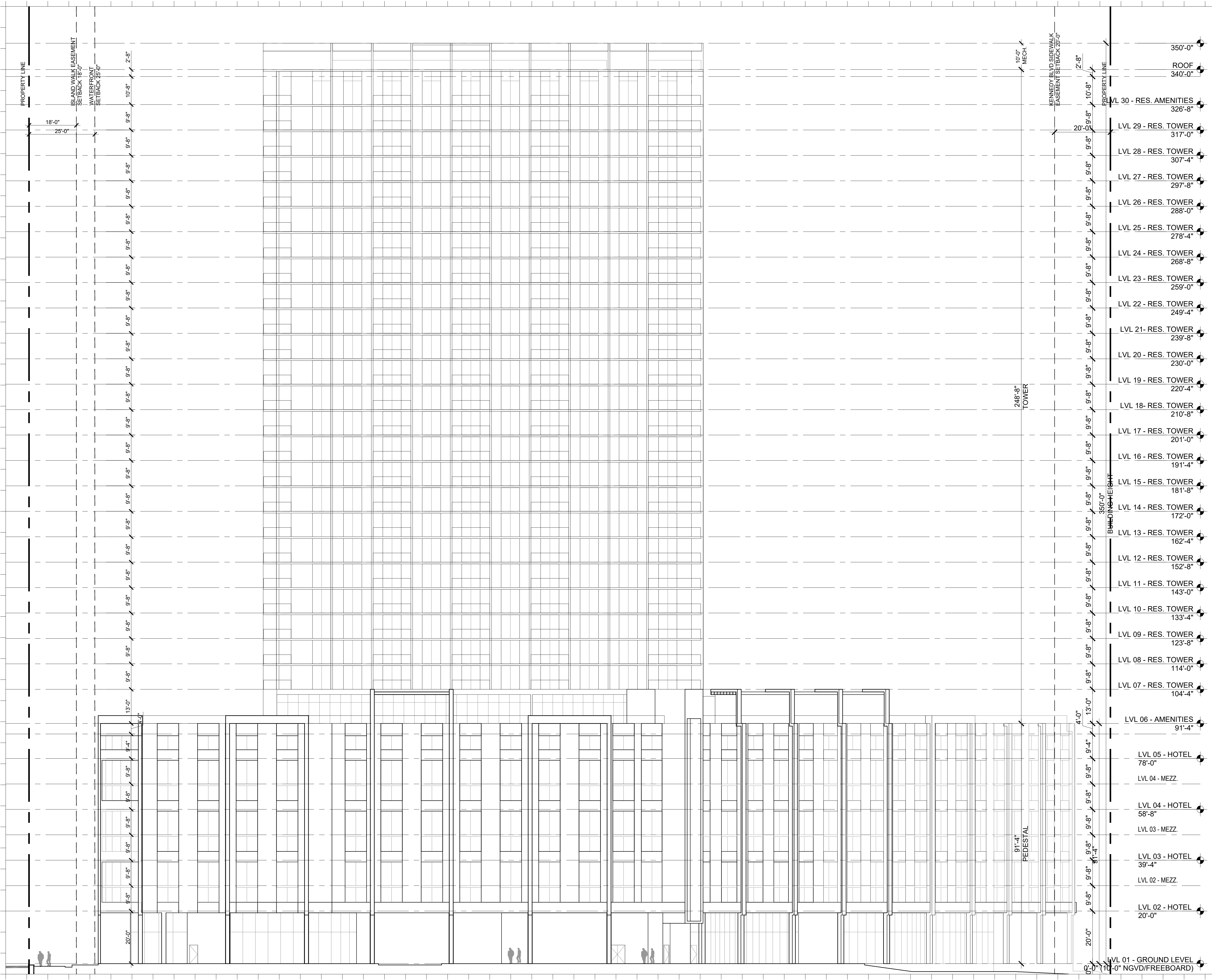
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PROPOSED ELEVATION EAST

Date	12/01/2022	Sheet No.	A4.02
Scale	1/16"=1'-0"		
Project	2259		



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PLANNING AND ZONING

Second Submission

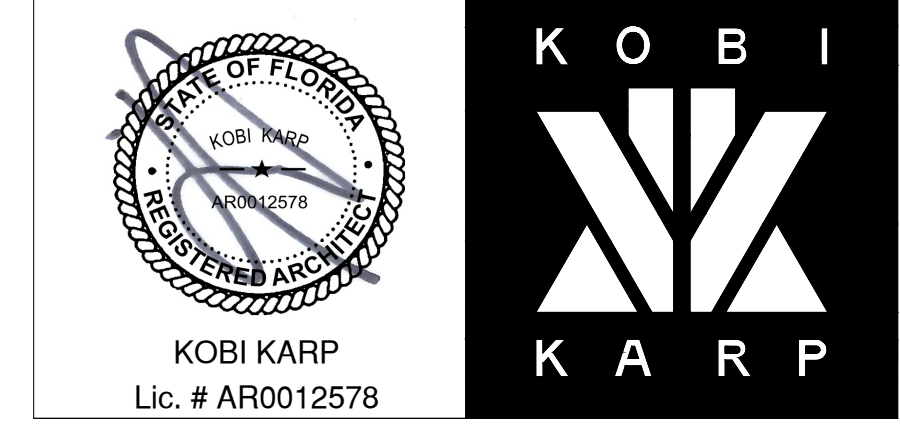
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PROPOSED ELEVATION WEST

Date	12/01/2022	Sheet No.	A4.03
Scale	1/16"=1'-0"		
Project	2259		



350'-0"	ROOF	340'-0"
326'-8"	LVL 30 - RES. AMENITIES	317'-0"
317'-0"	LVL 29 - RES. TOWER	307'-4"
307'-4"	LVL 28 - RES. TOWER	297'-8"
297'-8"	LVL 27 - RES. TOWER	288'-0"
288'-0"	LVL 26 - RES. TOWER	278'-4"
278'-4"	LVL 25 - RES. TOWER	268'-8"
268'-8"	LVL 24 - RES. TOWER	259'-0"
259'-0"	LVL 23 - RES. TOWER	249'-4"
249'-4"	LVL 22 - RES. TOWER	239'-8"
239'-8"	LVL 21 - RES. TOWER	230'-0"
230'-0"	LVL 20 - RES. TOWER	220'-4"
220'-4"	LVL 19 - RES. TOWER	210'-8"
210'-8"	LVL 18 - RES. TOWER	201'-0"
201'-0"	LVL 17 - RES. TOWER	191'-4"
191'-4"	LVL 16 - RES. TOWER	181'-8"
181'-8"	LVL 15 - RES. TOWER	172'-0"
172'-0"	LVL 14 - RES. TOWER	162'-4"
162'-4"	LVL 13 - RES. TOWER	152'-8"
152'-8"	LVL 12 - RES. TOWER	143'-0"
143'-0"	LVL 11 - RES. TOWER	133'-4"
133'-4"	LVL 10 - RES. TOWER	123'-8"
123'-8"	LVL 09 - RES. TOWER	114'-0"
114'-0"	LVL 08 - RES. TOWER	104'-4"
104'-4"	LVL 07 - RES. TOWER	91'-4"
91'-4"	LVL 06 - AMENITIES	78'-0"
78'-0"	LVL 05 - HOTEL	58'-8"
58'-8"	LVL 04 - HOTEL	39'-4"
39'-4"	LVL 03 - HOTEL	20'-0"
20'-0"	LVL 02 - HOTEL	0'-0"
0'-0"	LVL 01 - GROUND LEVEL	0'-0" (0'-0" NGVD)

Rev.	Date	Rev.	Date

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PLANNING AND ZONING

Second Submission

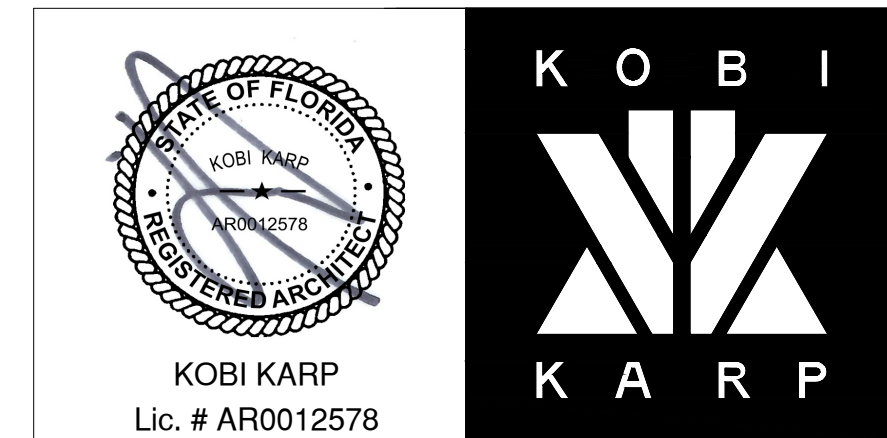
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RENDERED ELEVATION NORTH

Date	12/01/2022	Sheet No.	A4.50
Scale	1/17"=1'-0"		
Project	2259		



2'-8"	ROOF	340'-0"
	LVL 30 - RES. AMENITIES	326'-8"
	LVL 29 - RES. TOWER	317'-0"
	LVL 28 - RES. TOWER	307'-4"
	LVL 27 - RES. TOWER	297'-8"
	LVL 26 - RES. TOWER	288'-0"
	LVL 25 - RES. TOWER	278'-4"
	LVL 24 - RES. TOWER	268'-8"
	LVL 23 - RES. TOWER	259'-0"
	LVL 22 - RES. TOWER	249'-4"
	LVL 21 - RES. TOWER	239'-8"
	LVL 20 - RES. TOWER	230'-0"
	LVL 19 - RES. TOWER	220'-4"
	LVL 18 - RES. TOWER	210'-8"
	LVL 17 - RES. TOWER	201'-0"
	LVL 16 - RES. TOWER	191'-4"
	LVL 15 - RES. TOWER	181'-8"
	LVL 14 - RES. TOWER	172'-0"
	LVL 13 - RES. TOWER	162'-4"
	LVL 12 - RES. TOWER	152'-8"
	LVL 11 - RES. TOWER	143'-0"
	LVL 10 - RES. TOWER	133'-4"
	LVL 09 - RES. TOWER	123'-8"
	LVL 08 - RES. TOWER	114'-0"
	LVL 07 - RES. TOWER	104'-4"
4'-0"	LVL 06 - AMENITIES	91'-4"
13'-0"	LVL 05 - HOTEL	78'-0"
	LVL 04 - MEZZ.	
	LVL 04 - HOTEL	58'-8"
	LVL 03 - MEZZ.	
	LVL 03 - HOTEL	39'-4"
	LVL 02 - MEZZ.	
	LVL 02 - HOTEL	20'-0"
20'-0"	LVL 01 - GROUND LEVEL	0'-0" (10'-0" NVD/FREEBOARD)

Rev.	Date	Rev.	Date

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PLANNING AND ZONING

Second Submission

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RENDERED ELEVATION SOUTH

Date	12/01/2022	Sheet No.	A4.51
Scale	1/17"=1'-0"		
Project	2259		



2'-8"	ROOF	340'-0"
	LVL 30 - RES. AMENITIES	326'-8"
	LVL 29 - RES. TOWER	317'-0"
	LVL 28 - RES. TOWER	307'-4"
	LVL 27 - RES. TOWER	297'-8"
	LVL 26 - RES. TOWER	288'-0"
	LVL 25 - RES. TOWER	278'-4"
	LVL 24 - RES. TOWER	268'-8"
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	LVL 21 - RES. TOWER	239'-8"
	LVL 20 - RES. TOWER	230'-0"
	LVL 19 - RES. TOWER	220'-4"
	LVL 18 - RES. TOWER	210'-8"
	LVL 17 - RES. TOWER	201'-0"
	LVL 16 - RES. TOWER	191'-4"
	LVL 15 - RES. TOWER	181'-8"
	LVL 14 - RES. TOWER	172'-0"
	LVL 13 - RES. TOWER	162'-4"
	LVL 12 - RES. TOWER	152'-8"
	LVL 11 - RES. TOWER	143'-0"
	LVL 10 - RES. TOWER	133'-4"
	LVL 09 - RES. TOWER	123'-8"
	LVL 08 - RES. TOWER	114'-0"
	LVL 07 - RES. TOWER	104'-4"
1'-0"	LVL 06 - AMENITIES	91'-4"
	LVL 05 - HOTEL	78'-0"
	LVL 04 - MEZZ.	
	LVL 04 - HOTEL	58'-8"
	LVL 03 - MEZZ.	
	LVL 03 - HOTEL	39'-4"
	LVL 02 - MEZZ.	
	LVL 02 - HOTEL	20'-0"
20'-0"	LVL 01 - GROUND LEVEL	0'-0" (0'-0" NSVD/FREEDBOARD)
		-10'-0" (0'-0" NGVD)

Rev.	Date	Rev.	Date

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PLANNING AND ZONING
Second Submission

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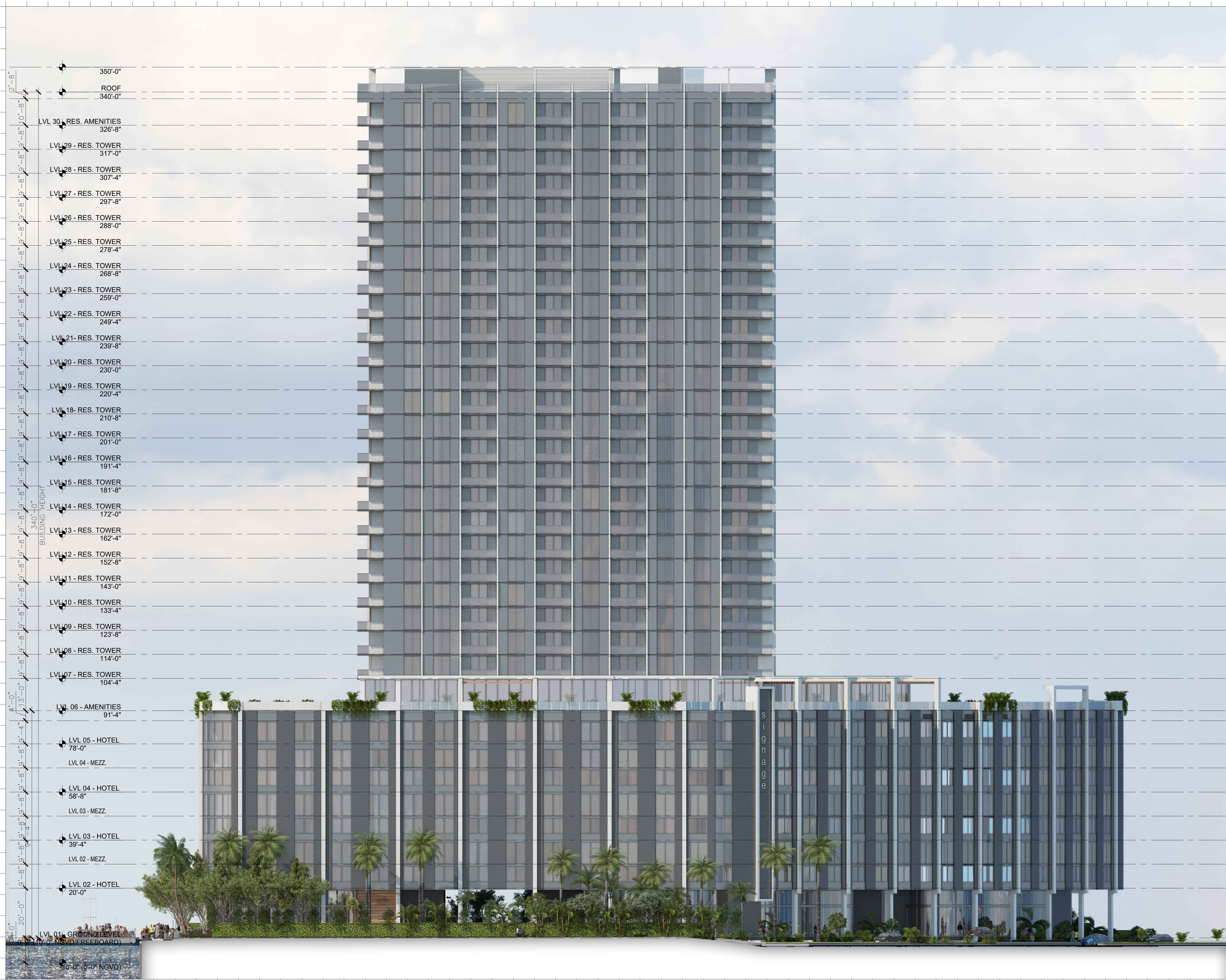
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RENDERED ELEVATION EAST

Date	12/01/2022	Sheet No.	A4.52
Scale	1/17"=1'-0"		
Project	2259		



- 350'-0"
- ROOF
340'-0"
- LVL 30 - RES. AMENITIES
326'-8"
- LVL 29 - RES. TOWER
317'-0"
- LVL 28 - RES. TOWER
307'-4"
- LVL 27 - RES. TOWER
297'-8"
- LVL 26 - RES. TOWER
288'-0"
- LVL 25 - RES. TOWER
278'-4"
- LVL 24 - RES. TOWER
268'-8"
- LVL 23 - RES. TOWER
259'-0"
- LVL 22 - RES. TOWER
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181'-8"
- LVL 14 - RES. TOWER
172'-0"
- LVL 13 - RES. TOWER
162'-4"
- LVL 12 - RES. TOWER
152'-8"
- LVL 11 - RES. TOWER
143'-0"
- LVL 10 - RES. TOWER
133'-4"
- LVL 09 - RES. TOWER
123'-8"
- LVL 08 - RES. TOWER
114'-0"
- LVL 07 - RES. TOWER
104'-4"
- LVL 06 - AMENITIES
91'-4"
- LVL 05 - HOTEL
78'-0"
- LVL 04 - MEZZ.
- LVL 04 - HOTEL
58'-8"
- LVL 03 - MEZZ.
- LVL 03 - HOTEL
39'-4"
- LVL 02 - MEZZ.
- LVL 02 - HOTEL
20'-0"
- LVL 01 - GROUND LEVEL
0'-0" (NGVD/FREEBOARD)
- 0'-0" (0'-0" NGVD)

Rev.	Date	Rev.	Date

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PLANNING AND ZONING
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RENDERED ELEVATION WEST

Date	12/01/2022	Sheet No.	A4.53
Scale	1/17"=1'-0"		
Project	2259		



Rev.	Date	Rev.	Date

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PLANNING AND ZONING

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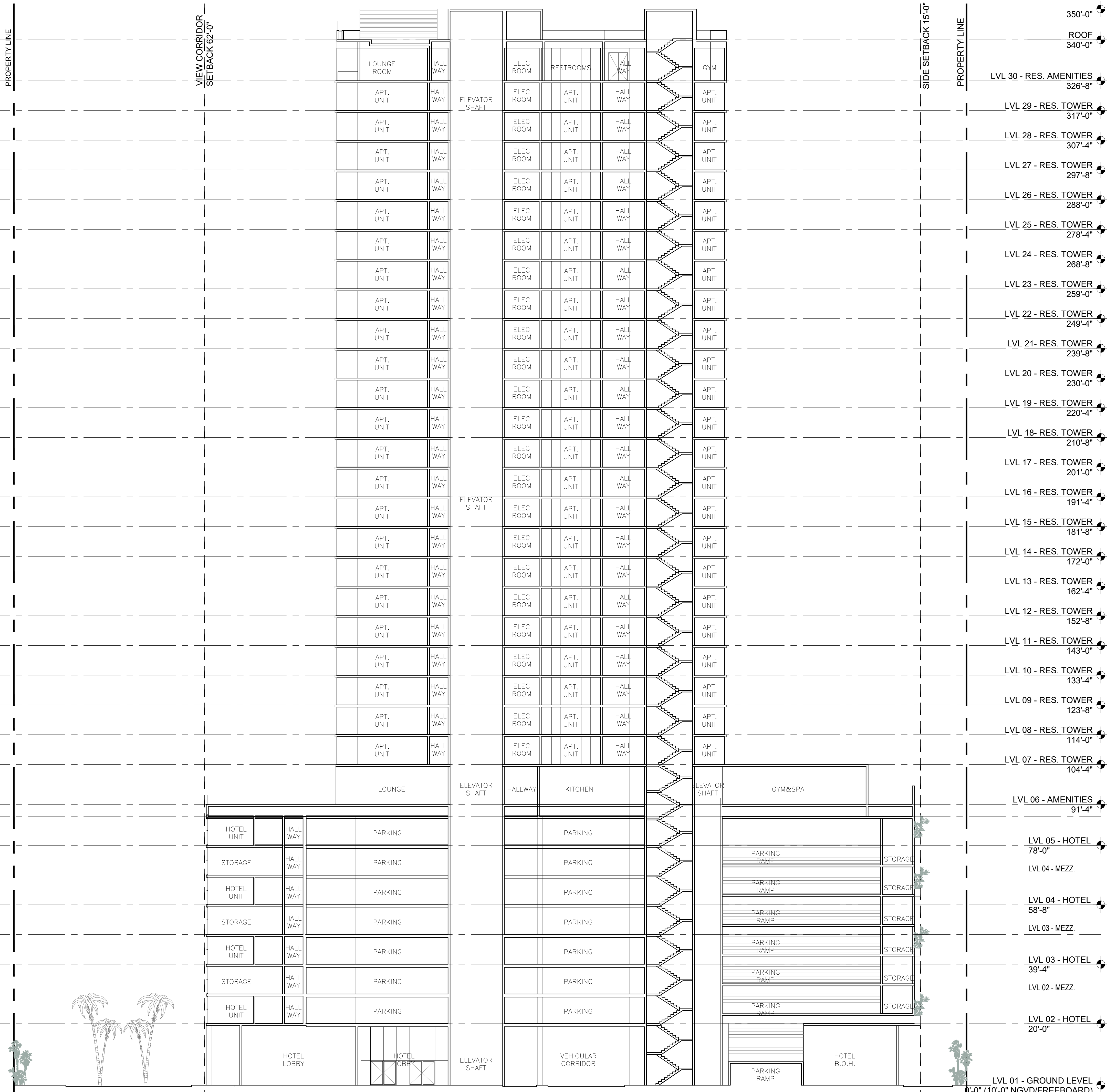
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BUILDING SECTION A

Date	12/01/2022	Sheet No.
Scale	1/16"=1'-0"	A5.00
Project	2259	



- 350'-0"
- ROOF
- 340'-0"
- LVL 30 - RES. AMENITIES 326'-8"
- LVL 29 - RES. TOWER 317'-0"
- LVL 28 - RES. TOWER 307'-4"
- LVL 27 - RES. TOWER 297'-8"
- LVL 26 - RES. TOWER 288'-0"
- LVL 25 - RES. TOWER 278'-4"
- LVL 24 - RES. TOWER 268'-8"
- LVL 23 - RES. TOWER 259'-0"
- LVL 22 - RES. TOWER 249'-4"
- LVL 21 - RES. TOWER 239'-8"
- LVL 20 - RES. TOWER 230'-0"
- LVL 19 - RES. TOWER 220'-4"
- LVL 18 - RES. TOWER 210'-8"
- LVL 17 - RES. TOWER 201'-0"
- LVL 16 - RES. TOWER 191'-4"
- LVL 15 - RES. TOWER 181'-8"
- LVL 14 - RES. TOWER 172'-0"
- LVL 13 - RES. TOWER 162'-4"
- LVL 12 - RES. TOWER 152'-8"
- LVL 11 - RES. TOWER 143'-0"
- LVL 10 - RES. TOWER 133'-4"
- LVL 09 - RES. TOWER 123'-8"
- LVL 08 - RES. TOWER 114'-0"
- LVL 07 - RES. TOWER 104'-4"
- LVL 06 - AMENITIES 91'-4"
- LVL 05 - HOTEL 78'-0"
- LVL 04 - MEZZ.
- LVL 04 - HOTEL 58'-8"
- LVL 03 - MEZZ.
- LVL 03 - HOTEL 39'-4"
- LVL 02 - MEZZ.
- LVL 02 - HOTEL 20'-0"
- LVL 01 - GROUND LEVEL 0'-0" (10'-0" NGVD/FREEBOARD)

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Second Submission

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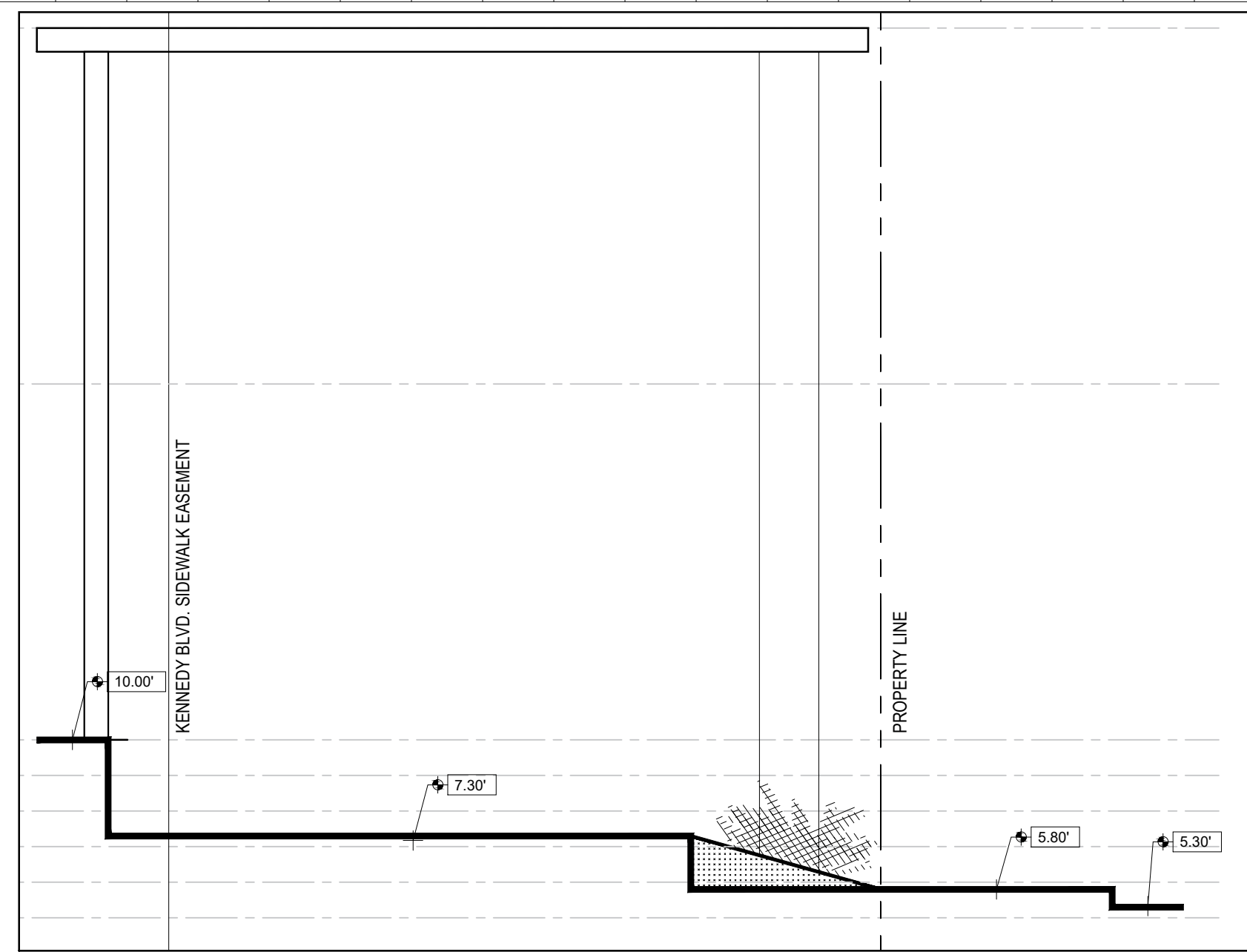
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BUILDING SECTION B

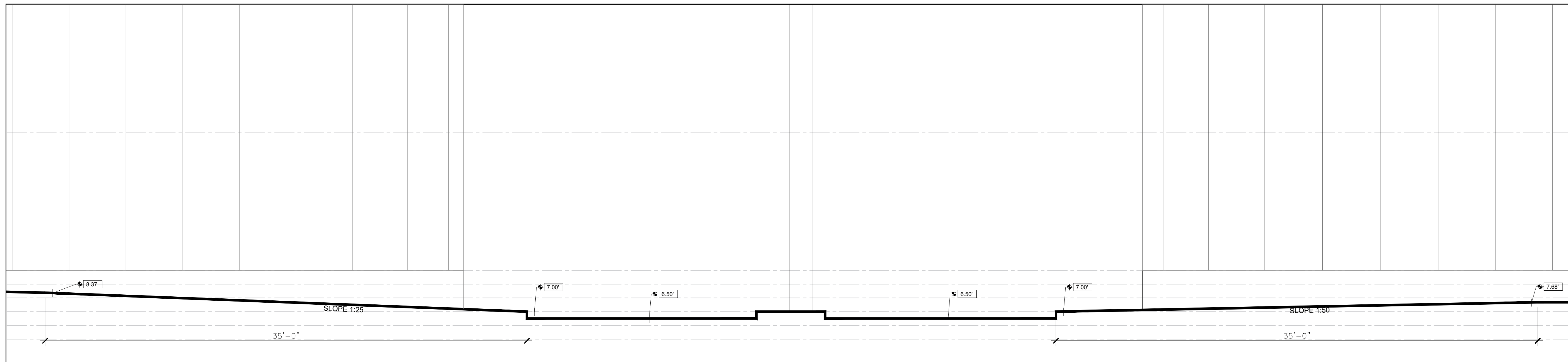
Date	12/01/2022	Sheet No.	A5.01
Scale	1/16"=1'-0"		
Project	2259		



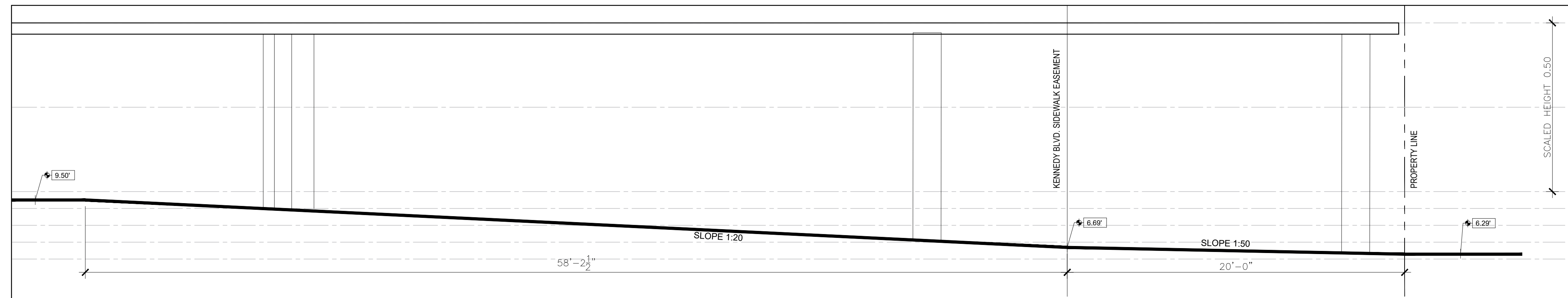
1 SIDEWALK SECTION A
Scale: 1/4" = 1'-0"



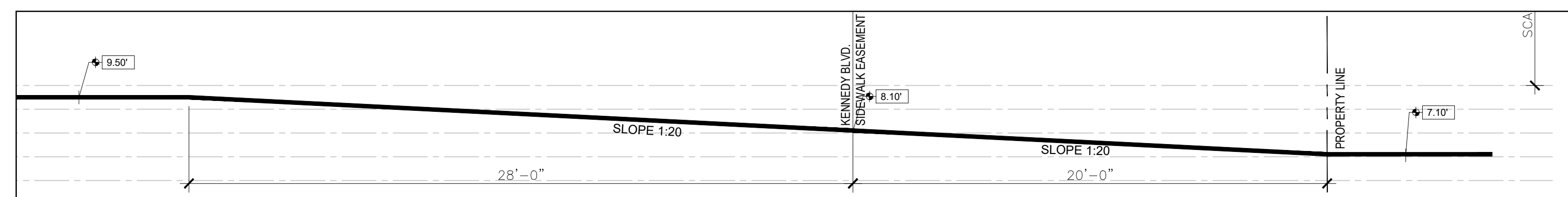
2 SIDEWALK SECTION B
Scale: 1/4" = 1'-0"



3 SIDEWALK SECTION C
Scale: 1/4" = 1'-0"



4 ENTRY RAMP A SECTION
Scale: 1/4" = 1'-0"



5 ENTRY RAMP B SECTION
Scale: 1/4" = 1'-0"

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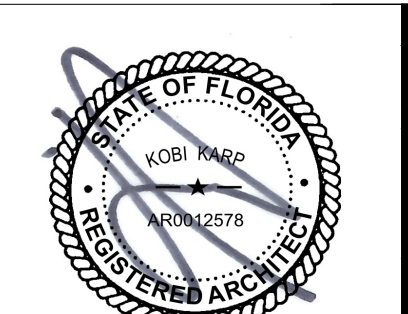
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FRONT SITE SECTIONS

Date	12/01/2022	Sheet No.	A5.02
Scale	1/4"=1'-0"		
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1 WATERFRONT SECTION A
Scale: 1/4" = 1'-0"



2 WATERFRONT SECTION B
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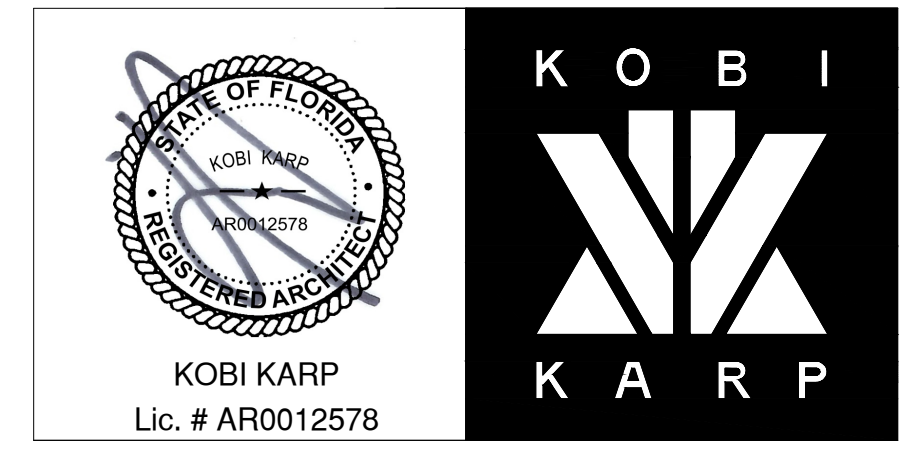
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WATERFRONT SITE SECTIONS

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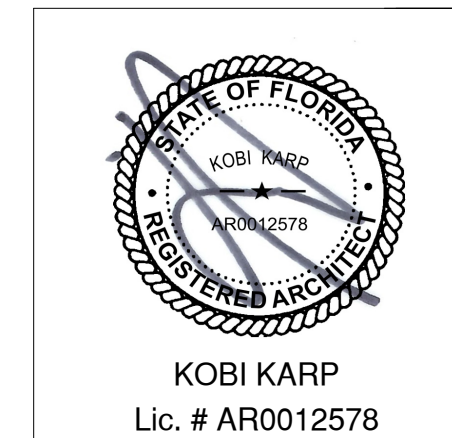
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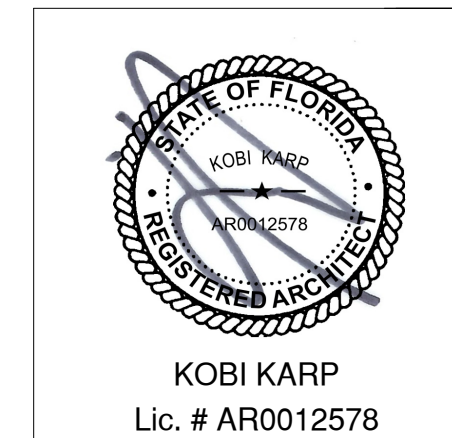
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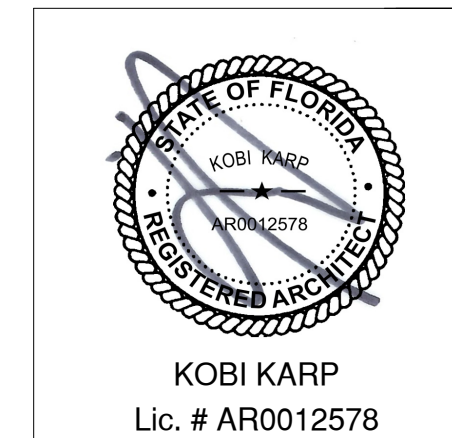
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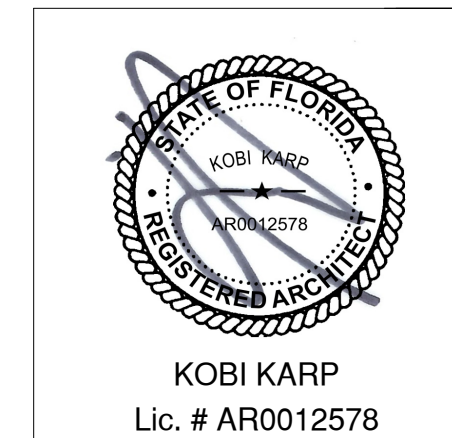
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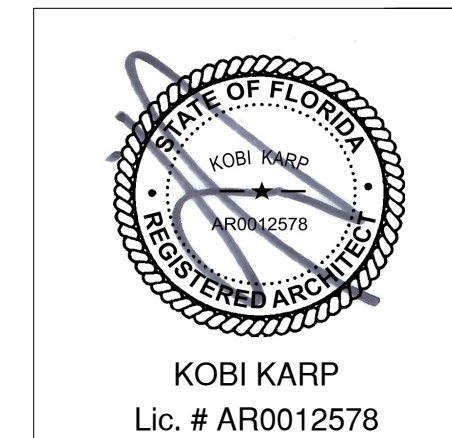
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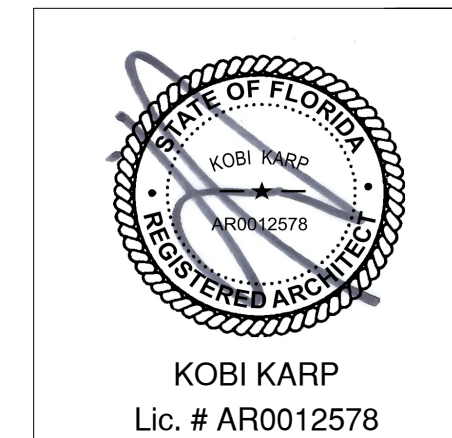
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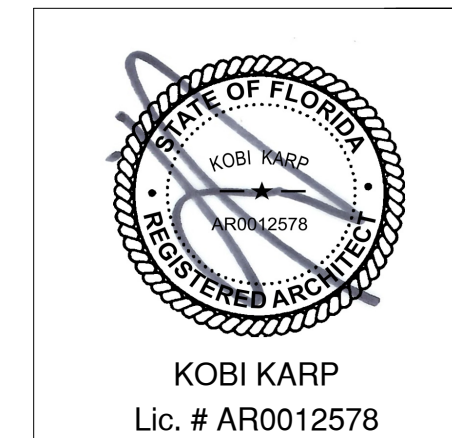
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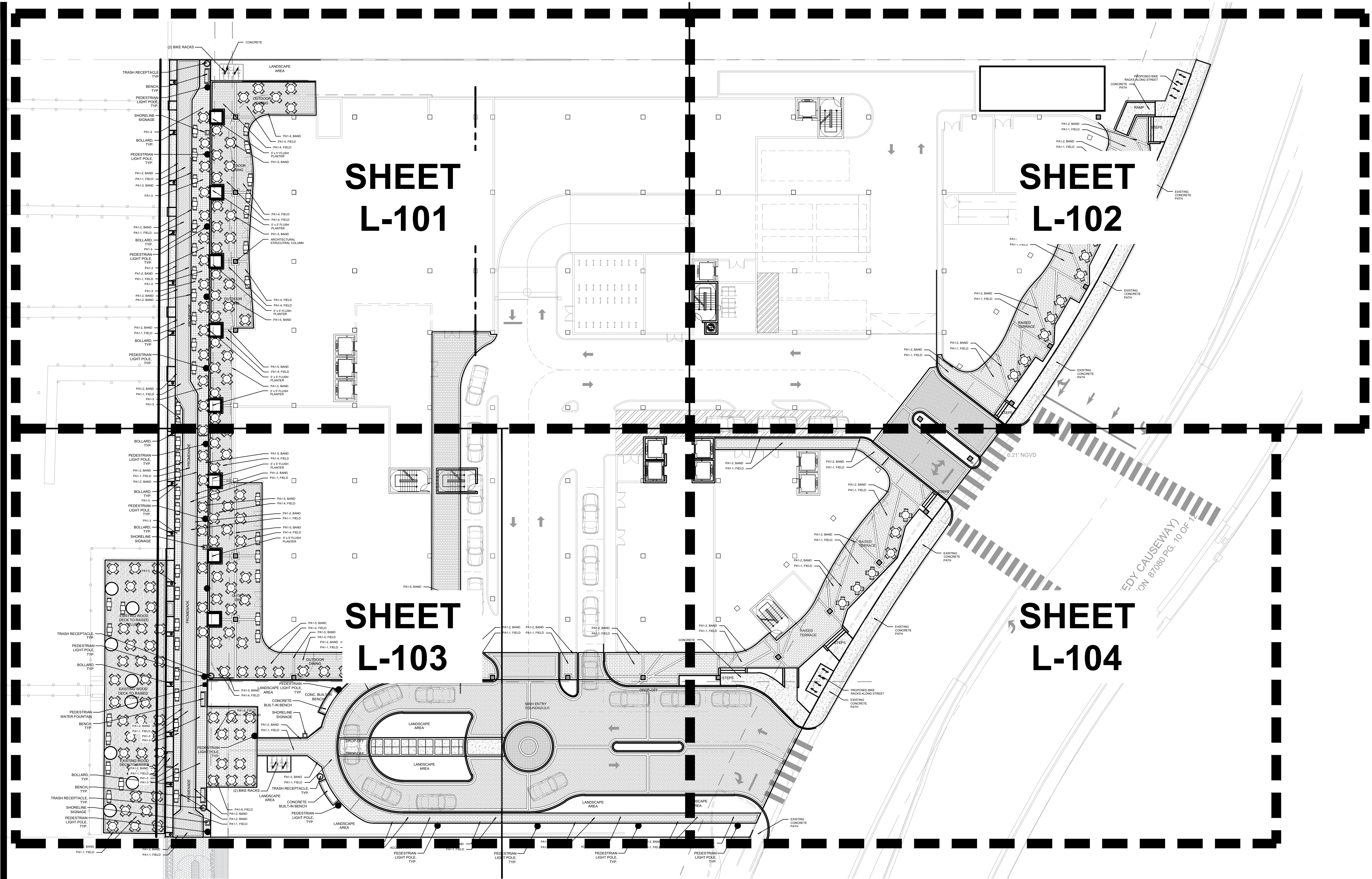
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**SHEET
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**SHEET
L-102**

**SHEET
L-103**

**SHEET
L-104**

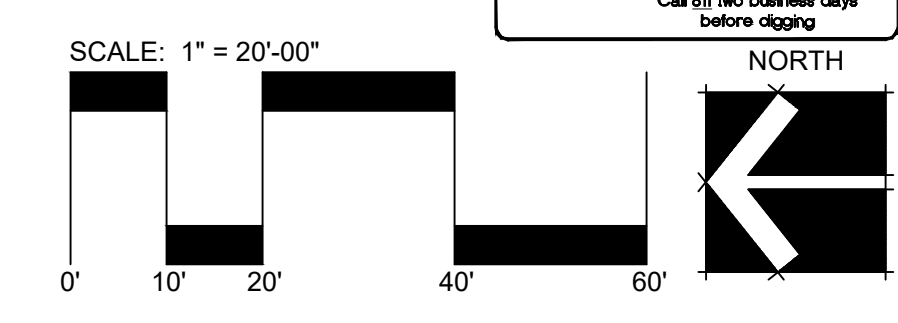
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2 SET RE-SUBMITTAL	12-19-2022
2 SET	

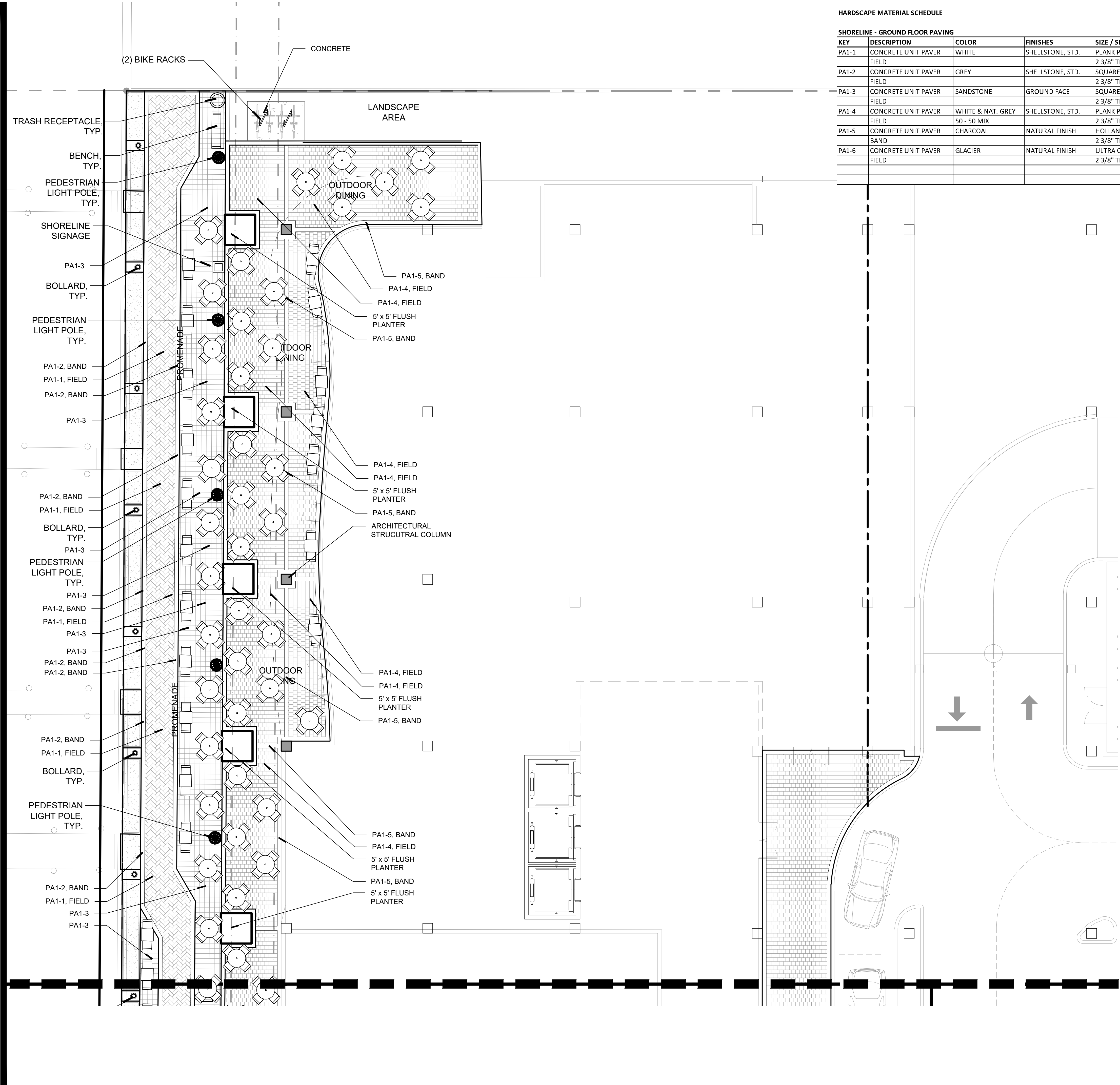
SPA SUBMITTAL SET

1819-1855 79th St. Causeway

North Bay Village Holdings, LLC
North Bay Village, FL 33141

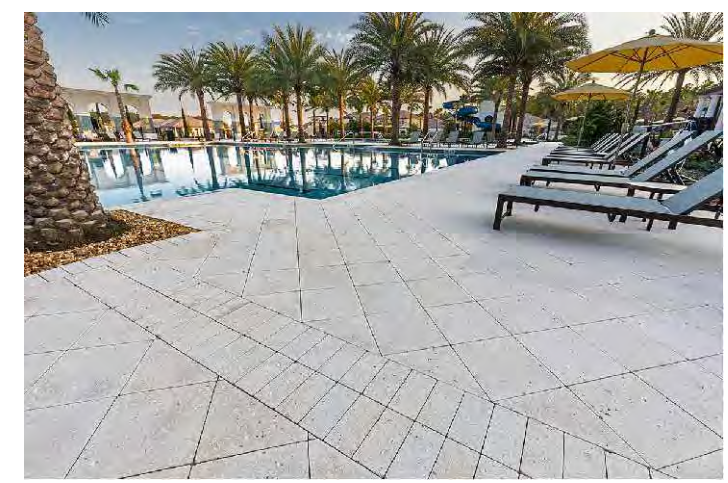
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Release Date	10-11-2022
Project Number	2230
Drawing Number	L-100
	Sheet 1 OF 7





HARDSCAPE MATERIAL SCHEDULE

SHORELINE - GROUND FLOOR PAVING						
KEY	DESCRIPTION	COLOR	FINISHES	SIZE / SPECIFICATION	REMARKS	SUPPLIER
PA1-1	CONCRETE UNIT PAVER	WHITE	SHELLSTONE, STD.	PLANK PAVER, 8" X 12"	HERRINGBONE PATTERN - FIELD	TREMIRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE		www.tremiron.com
PA1-2	CONCRETE UNIT PAVER	GREY	SHELLSTONE, STD.	SQUARE PAVER, 8" X 8"	CONCRETE UNIT PAVER BANDING	TREMIRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE		www.tremiron.com
PA1-3	CONCRETE UNIT PAVER	SANDSTONE	GROUND FACE	SQUARE PAVER, 12" X 12"	SQUARE PAVER, CREATES 36" WIDE	TREMIRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE	FIELD, ALIGN JOINTS	www.tremiron.com
PA1-4	CONCRETE UNIT PAVER	WHITE & NAT. GREY	SHELLSTONE, STD.	PLANK PAVER, 8" X 12"	STAGGERED RUNNING BOND	TREMIRON
	FIELD	50 - 50 MIX		2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremiron.com
PA1-5	CONCRETE UNIT PAVER	CHARCOAL	NATURAL FINISH	HOLLAND PAVER, 4" X 8"	SOLDIER COURSE	TREMIRON
	BAND			2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremiron.com
PA1-6	CONCRETE UNIT PAVER	GLACIER	NATURAL FINISH	ULTRA COMBO, 8" X 8" & 8" X 12"	STAGGERED RUNNING BOND	TREMIRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremiron.com



PAVING EXAMPLE
SHELLSTONE - PAVERS N.T.S.



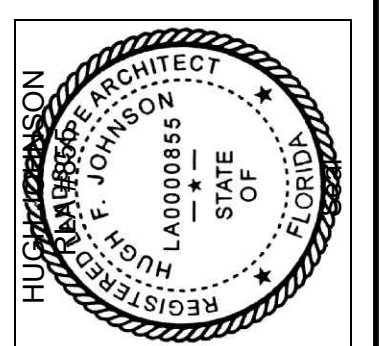
PAVING EXAMPLE
SHELLSTONE - PAVERS N.T.S.



PAVING EXAMPLE
PAVING - ULTRA COMBO - GLACIER N.T.S.



PAVING EXAMPLES
COLORS N.T.S.



1 SPA RE-SUBMITTAL	12-01-2022
2 SPA RE-SUBMITTAL	12-19-2022

SPA SUBMITTAL SET
1819-1855 79th St. Causeway
 North Bay Village Holdings, LLC
 North Bay Village, FL 33141

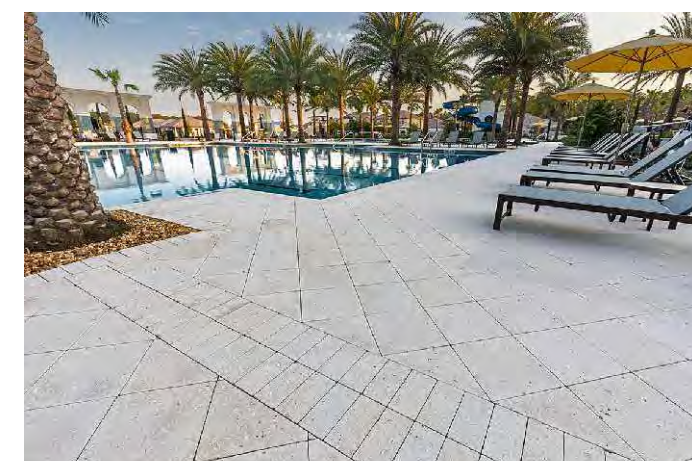
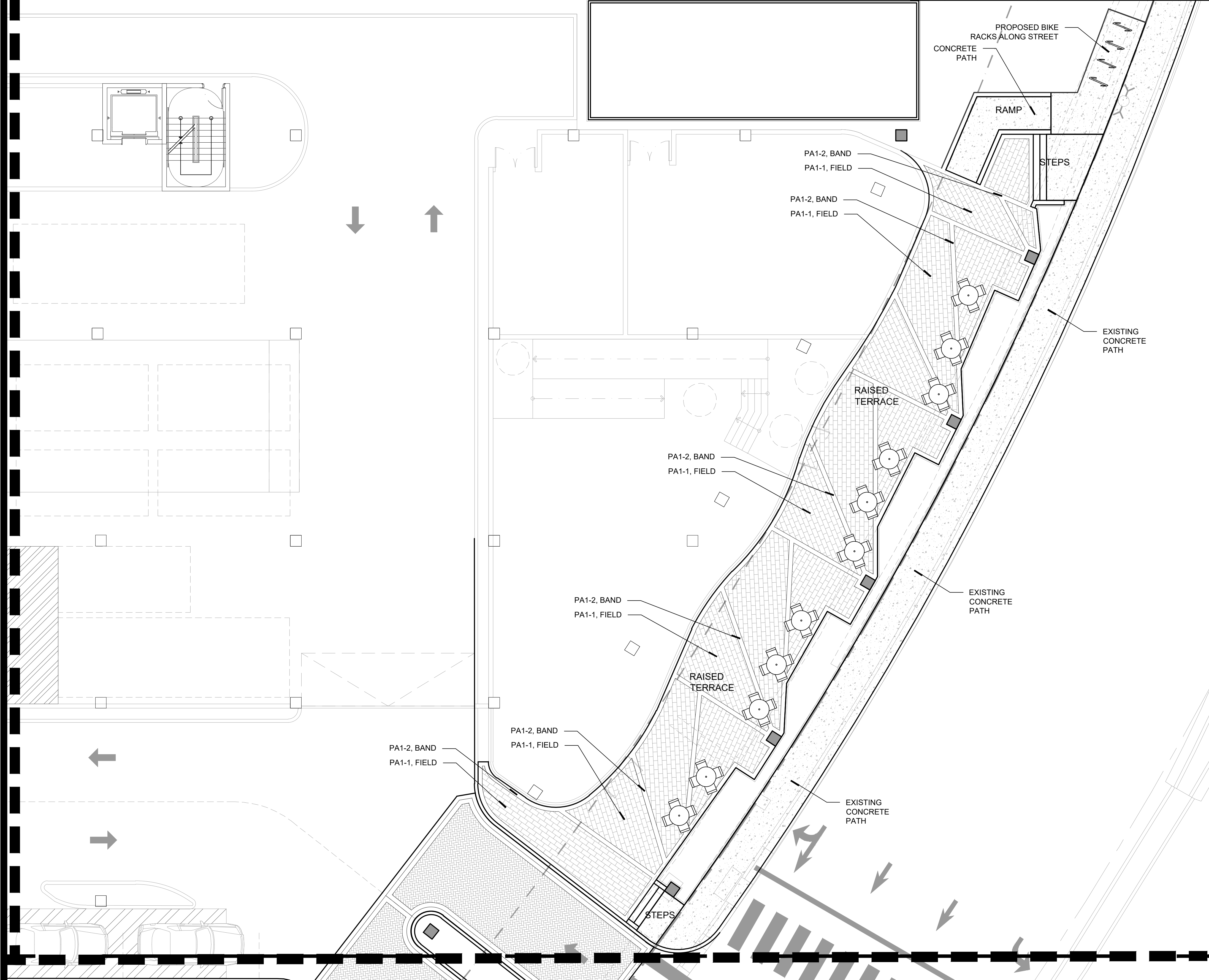
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Release Date	10-11-2022
Project Number	2230
Drawing Number	L-101
Sheet 2 OF 7	



HARDSCAPE MATERIAL SCHEDULE

SHORELINE - GROUND FLOOR PAVING

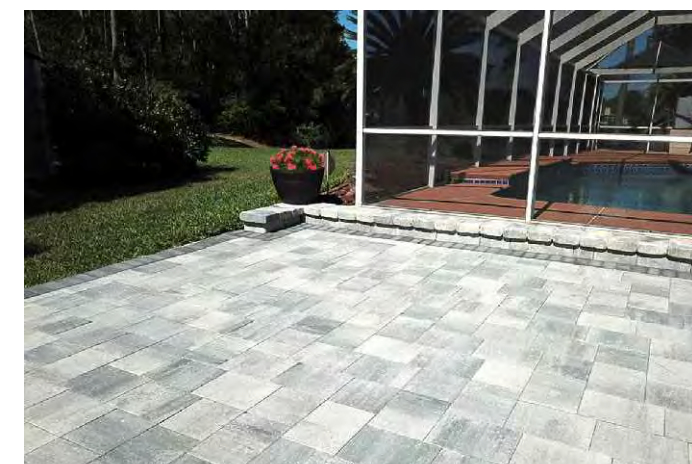
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	FIELD			2 3/8" THICK, SAND SET OVER GRADE		www.tremiron.com
PA1-2	CONCRETE UNIT PAVER	GREY	SHELLSTONE, STD.	SQUARE PAVER, 8" X 8"	CONCRETE UNIT PAVER BANDING	TREMIRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE		www.tremiron.com
PA1-3	CONCRETE UNIT PAVER	SANDSTONE	GROUND FACE	SQUARE PAVER, 12" X 12"	SQUARE PAVER, CREATES 36" WIDE	TREMIRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE	FIELD, ALIGN JOINTS	www.tremiron.com
PA1-4	CONCRETE UNIT PAVER	WHITE & NAT. GREY	SHELLSTONE, STD.	PLANK PAVER, 8" X 12"	STAGGERED RUNNING BOND	TREMIRON
	FIELD	50 - 50 MIX		2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremiron.com
PA1-5	CONCRETE UNIT PAVER	CHARCOAL	NATURAL FINISH	HOLLAND PAVER, 4" X 8"	SOLDIER COURSE	TREMIRON
	BAND			2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremiron.com
PA1-6	CONCRETE UNIT PAVER	GLACIER	NATURAL FINISH	ULTRA COMBO, 8" X 8" & 8" X 12"	STAGGERED RUNNING BOND	TREMIRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremiron.com



PAVING EXAMPLE
SHELLSTONE - PAVERS N.T.S.



PAVING EXAMPLE
SHELLSTONE - PAVERS N.T.S.



PAVING EXAMPLE
PAVING - ULTRA COMBO - GLACIER N.T.S.



PRODUCT TYPES COLORS DATA SHEETS

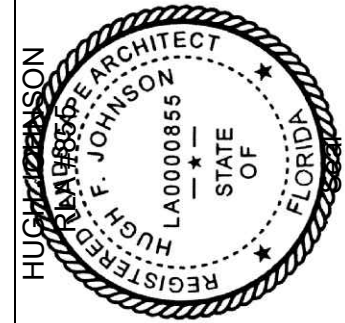


ULTRA COMBO
PRODUCT CODE: P0200
THICKNESS: 2 3/8" (60MM)
DIMENSIONS: 8" X 8" / 8" X 12"
SF PER CU YD: 720
CU YD WEIGHT: 3800 LBS
FINISH: POLISHED
SURFACE TEXTURE: 1.44 (COF)



GLACIER
BANDING: WHITE

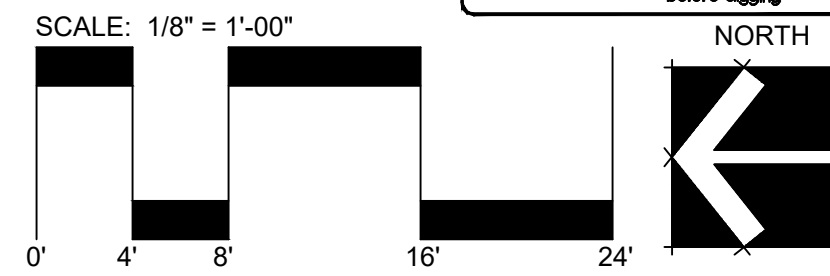
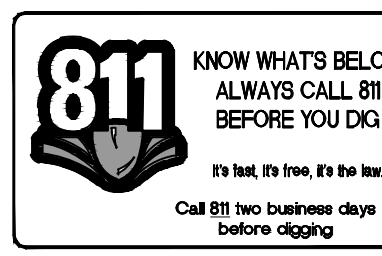
PAVING EXAMPLES
COLORS N.T.S.

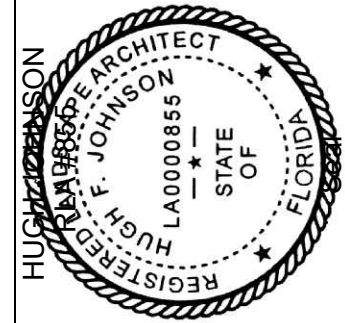


1 SPA RE-SUBMITTAL	12-01-2022	Revision Dates
2 SPA RE-SUBMITTAL	12-19-2022	

SPA SUBMITTAL SET
1819-1855 79th St. Causeway
North Bay Village Holdings, LLC
North Bay Village, FL 33141

Sheet Description	PAVING PLAN
Release Date	10-11-2022
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1 SPA RE-SUBMITTAL	12-01-2022
2 SET	
1 SPA RE-SUBMITTAL	12-19-2022
2 SET	

Revision Dates

SPA SUBMITTAL SET
1819-1855 79th St. Causeway
 North Bay Village Holdings, LLC
 North Bay Village, FL 33141

Sheet Description
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Release Date
 10-11-2022

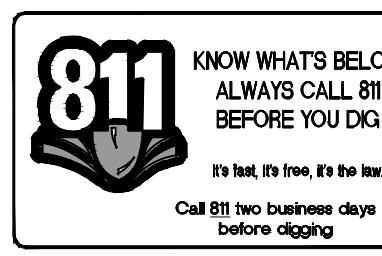
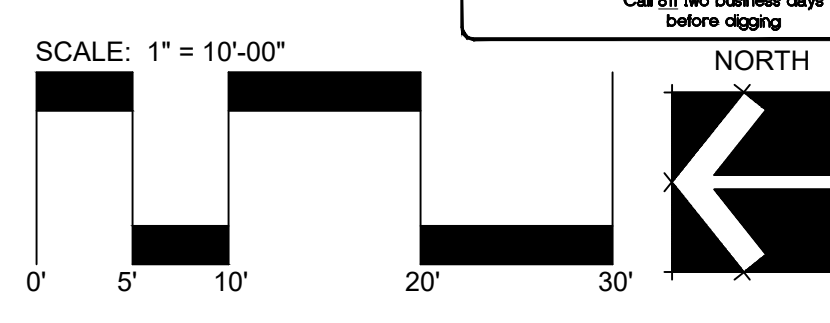
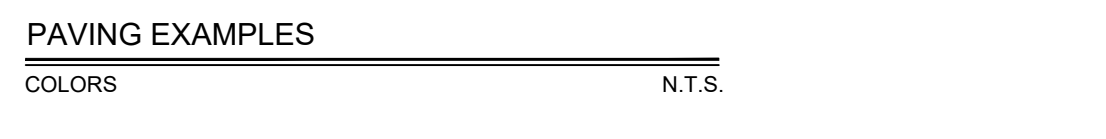
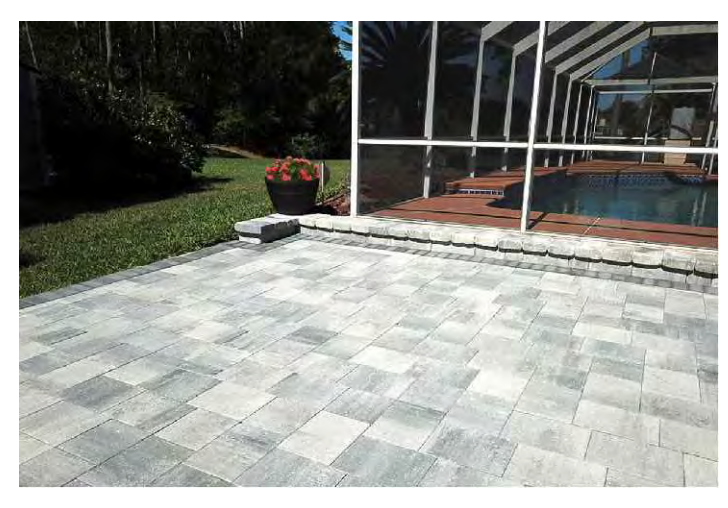
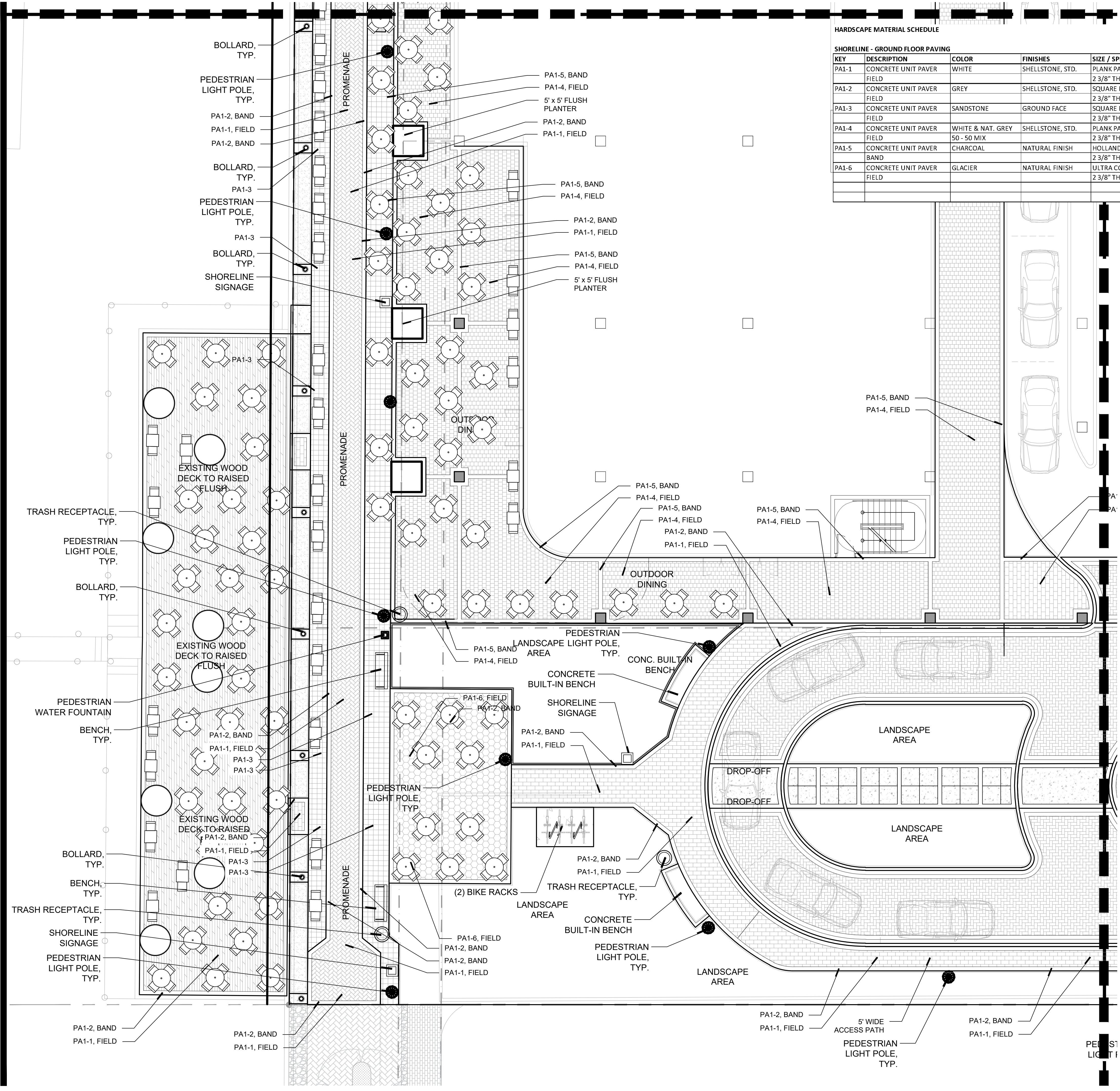
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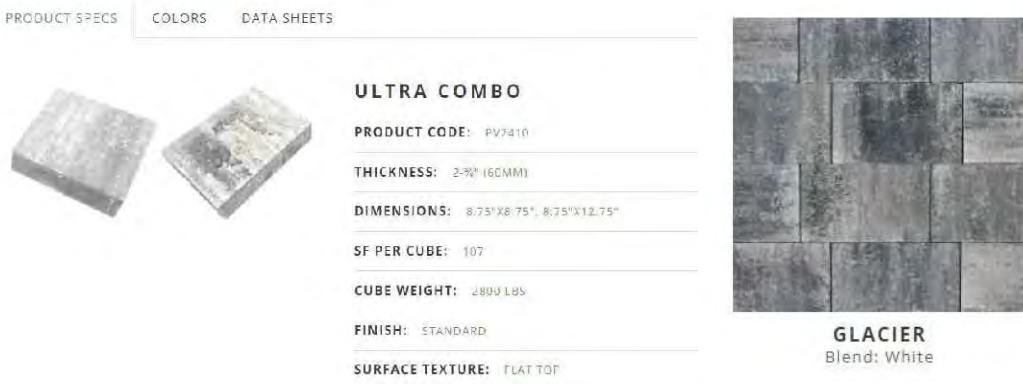
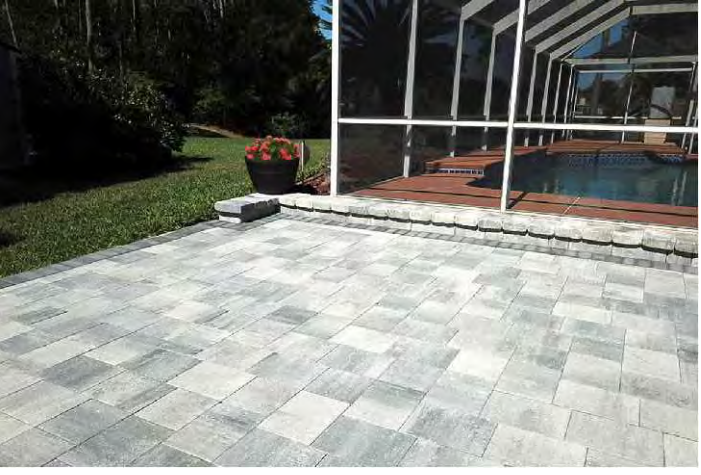
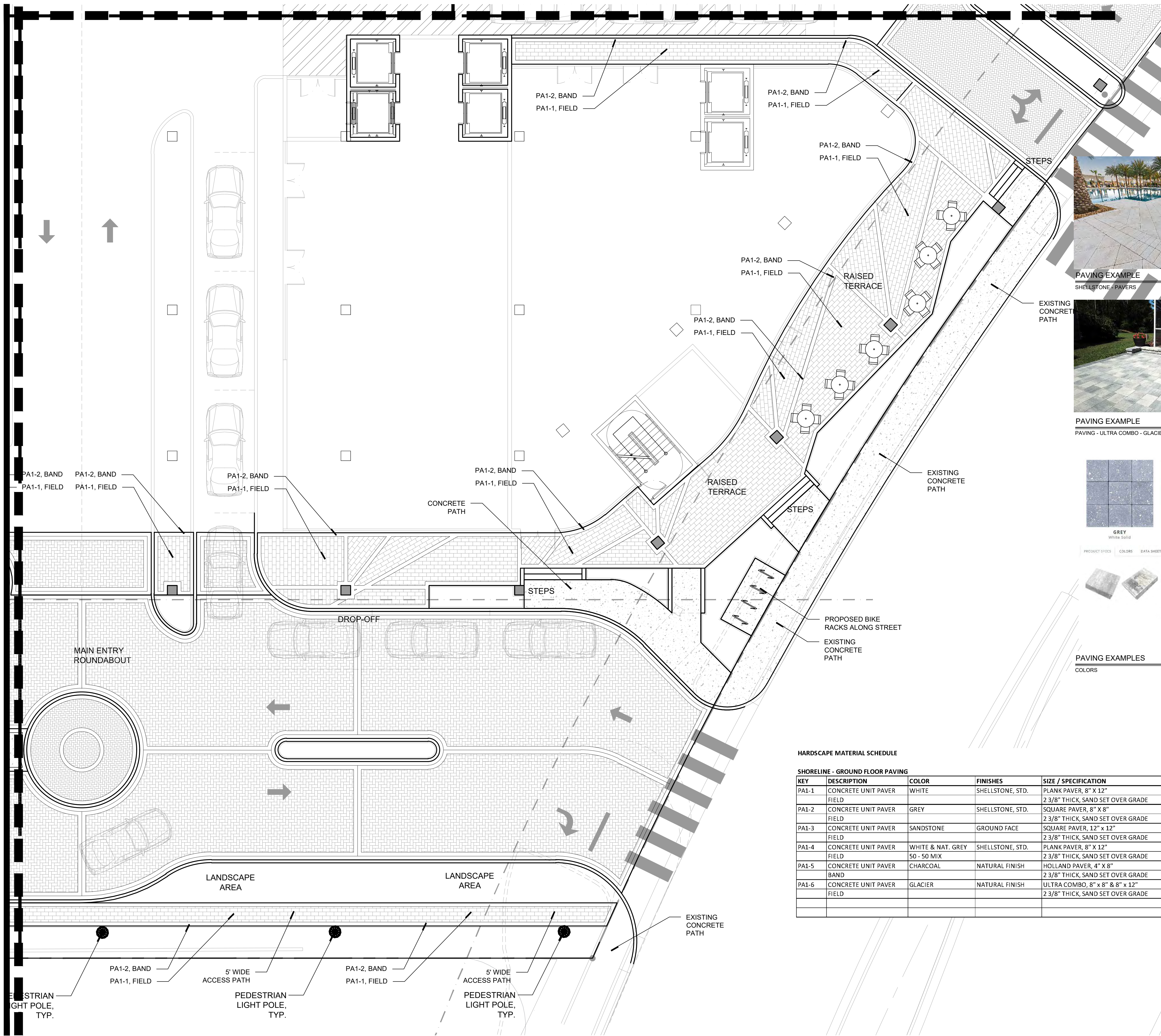
Drawing Number
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HARDSCAPE MATERIAL SCHEDULE

SHORELINE - GROUND FLOOR PAVING						
KEY	DESCRIPTION	COLOR	FINISHES	SIZE / SPECIFICATION	REMARKS	SUPPLIER
PA1-1	CONCRETE UNIT PAVER	WHITE	SHELLSTONE, STD.	PLANK PAVER, 8" X 12"	HERRINGBONE PATTERN - FIELD	TREMRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE		www.tremron.com
PA1-2	CONCRETE UNIT PAVER	GREY	SHELLSTONE, STD.	SQUARE PAVER, 8" X 8"	CONCRETE UNIT PAVER BANDING	TREMRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE		www.tremron.com
PA1-3	CONCRETE UNIT PAVER	SANDSTONE	GROUND FACE	SQUARE PAVER, 12" X 12"	SQUARE PAVER, CREATES 36" WIDE FIELD, ALIGN JOINTS	TREMRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE		www.tremron.com
PA1-4	CONCRETE UNIT PAVER	WHITE & NAT. GREY	SHELLSTONE, STD.	PLANK PAVER, 8" X 12"	STAGGERED RUNNING BOND	TREMRON
	FIELD	50 - 50 MIX		2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremron.com
PA1-5	CONCRETE UNIT PAVER	CHARCOAL	NATURAL FINISH	HOLLAND PAVER, 4" X 8"	SOLDIER COURSE	TREMRON
	BAND			2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremron.com
PA1-6	CONCRETE UNIT PAVER	GLACIER	NATURAL FINISH	ULTRA COMBO, 8" X 8" & 8" X 12"	STAGGERED RUNNING BOND	TREMRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremron.com

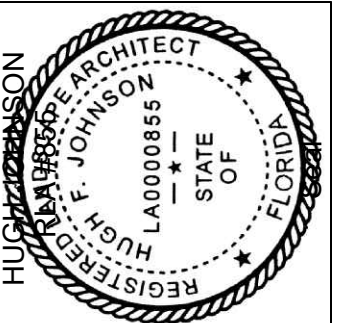




PAVING EXAMPLES
COLORS
N.T.S.

HARDSCAPE MATERIAL SCHEDULE

SHORELINE - GROUND FLOOR PAVING						
KEY	DESCRIPTION	COLOR	FINISHES	SIZE / SPECIFICATION	REMARKS	SUPPLIER
PA1-1	CONCRETE UNIT PAVER	WHITE	SHELLSTONE, STD.	PLANK PAVER, 8" X 12"	HERRINGBONE PATTERN - FIELD	TREMTRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE		www.tremtron.com
PA1-2	CONCRETE UNIT PAVER	GREY	SHELLSTONE, STD.	SQUARE PAVER, 8" X 8"	CONCRETE UNIT PAVER BANDING	TREMTRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE		www.tremtron.com
PA1-3	CONCRETE UNIT PAVER	SANDSTONE	GROUND FACE	SQUARE PAVER, 12" x 12"	SQUARE PAVER, CREATES 36" WIDE	TREMTRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE	FIELD, ALIGN JOINTS	www.tremtron.com
PA1-4	CONCRETE UNIT PAVER	WHITE & NAT. GREY	SHELLSTONE, STD.	PLANK PAVER, 8" X 12"	STAGGERED RUNNING BOND	TREMTRON
	FIELD	50 - 50 MIX		2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremtron.com
PA1-5	CONCRETE UNIT PAVER	CHARCOAL	NATURAL FINISH	HOLLAND PAVER, 4" X 8"	SOLDIER COURSE	TREMTRON
	BAND			2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremtron.com
PA1-6	CONCRETE UNIT PAVER	GLACIER	NATURAL FINISH	ULTRA COMBO, 8" x 8" & 8" x 12"	STAGGERED RUNNING BOND	TREMTRON
	FIELD			2 3/8" THICK, SAND SET OVER GRADE	REFER TO DETAIL AND LAYOUT	www.tremtron.com



1 SPA RE-SUBMITTAL 12-01-2022
2 SPA RE-SUBMITTAL 12-19-2022

Revision Dates

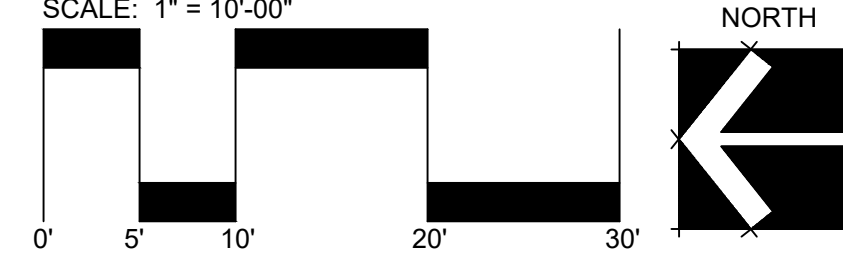
SPA SUBMITTAL SET
1819-1855 79th St. Causeway
North Bay Village Holdings, LLC
North Bay Village, FL 33141

Sheet Description
PAVING PLAN

Release Date
10-11-2022

Project Number
2230

Drawing Number
L-104
Sheet 5 OF 7



ANOVA

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St. Louis, MO 63141
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specify@anovafurnishings.com
anovafurnishings.com

A2E280STX—Airi Stix 6' Contour Bench
6' perforated steel contour bench with stix pattern seat and cast aluminum legs.

Material
The 6' contour bench is composed of a 10-gauge perforated steel seat with cast aluminum legs. The seat features a unique architectural perforated stix pattern inspired by trees. The bench seat is 72" long and will support 200 lbs. per linear foot.
The bench legs have pre-drilled .33" diameter holes for surface mounting to prevent movement; mounting hardware is not included.



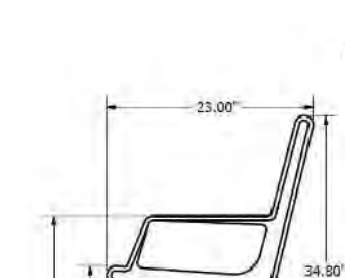
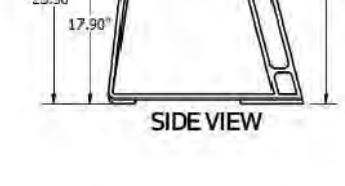
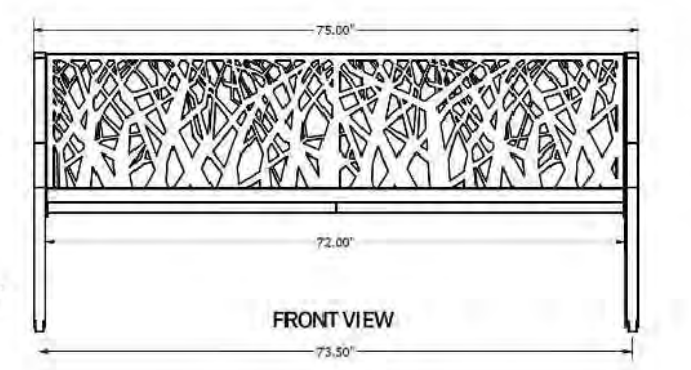
Finish
Rust-proof aluminum and rust-resistant primed steel feature a fade-resistant powder coating. Textured components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
The bench requires some assembly. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty against fading, 3-year finish warranty on powder coated steel and aluminum components against rusting, peeling, chipping, cracking, mold, mildew, and defects in materials and/or workmanship. See full details on multi-year warranties for components at <https://www.anovafurnishings.com/warranty>

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01 - BENCH

CUT-SHEET

N.T.S.

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anovafurnishings.com

A2E2645CT-STX—Airi Stix 45-Gallon Trash Receptacle with Side Door and Built-In Top
45-gallon perforated steel and aluminum receptacle with tree line pattern, side door, built-in top, plastic liner, and rubber feet.

Material
The receptacle is 46.72" tall and is composed of heavy-duty 12-gauge steel panels with an extruded aluminum frame. Steel side panels feature a unique architectural perforated tree line pattern inspired by trees. The side door features a magnetic door latch, a continuous geared hinge and a tamper-resistant cam lock and key system. The built-in canopy style top is 16-gauge steel with 9.63" tall x 22.00" wide front and back openings.
The receptacle is designed to be portable for flexibility in placement or surface mounting using pre-drilled holes inside base to prevent movement. The rubber feet are adjustable to assist in leveling the receptacle. The reusable plastic liner is made of high-density polyethylene. Mounting hardware is not included.

Finish
Rust-proof aluminum and rust-resistant primed steel feature a fade-resistant powder coating. Textured components exceed the industry standard by 34% in testing by independent sources.


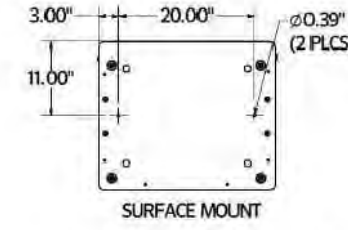
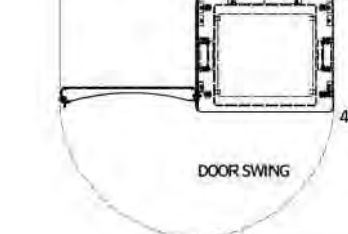
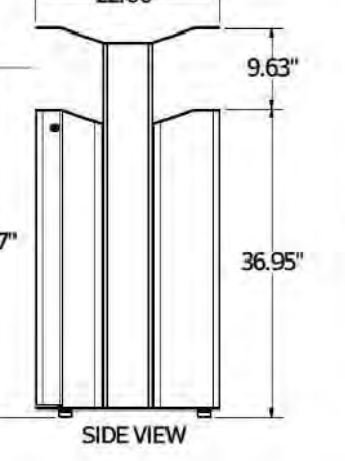
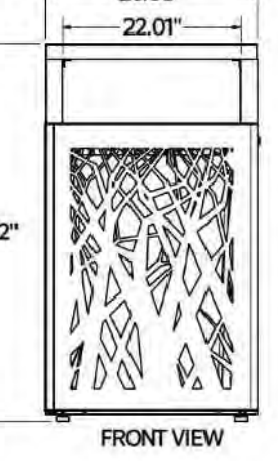
Color
See website or sales representative for color choices.

Assembly
The receptacle ships fully assembled and ready for use.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty against fading, 3-year finish warranty on powder coated steel and aluminum components against rusting, peeling, chipping, cracking, mold, mildew, and defects in materials and/or workmanship. See full details on multi-year warranties for components at <https://www.anovafurnishings.com/warranty>

Replacement Parts
Black Plastic Liner R-DOM2009

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02 - TRASH RECEPTACLE

CUT-SHEET

N.T.S.

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specify@anovafurnishings.com
anovafurnishings.com

CIRCLEBRS21G—Tandem Stainless Steel Bike Rack, Inground Mount
Tandem stainless steel bike rack, inground mount.

Material
The bike rack is 32.25" tall and made from 2.38" O.D. Schedule 10, 316L stainless steel pipe support sections, 316/316L stainless steel derives its advantage through an addition of at least 2% molybdenum. Molybdenum provides increased resistance to corrosion including sea water and diving salt environments. Bike rack will accommodate up to two bikes, one on each side of the rack.
The rigare designed to extend 15.25" into the ground for a sturdy inground mount.


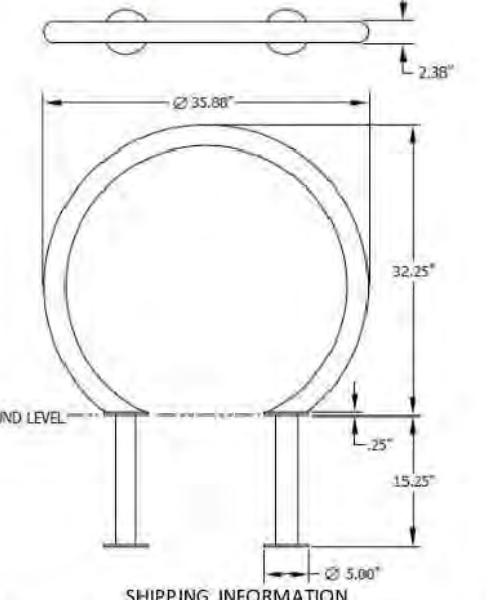
Finish
316/316L stainless steel is highly resistant to salt corrosion, rusting, pitting, and cracking. It remains clean and rust-free without paint or alternative finish.

Color
See website or sales representative for color choices.

Assembly
The bike rack ships fully assembled and ready for use. Inground mounting may require some assembly.

Maintenance
Clean periodically, as conditions dictate. See ANOVA® stainless steel care guide at <http://www.anovafurnishings.com/shipments/technical/764760411/0121160206/0121160206/0121160206/0121160206.pdf>

Warranty
20-year limited structural warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty

SHIPPING INFORMATION					
Unit Weight	Unit Shipping Wt. (LBS)	Unit Shipping Wt. (KG)	Unit Ship. Dim. (inches)	Max Units Per Pallet	Pallet Size (inches)
47 lbs.	50 lbs./unit	50 lbs./unit	13 cu. ft.	8	50 lbs.

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03 - BIKE RACK

CUT-SHEET

N.T.S.

Haws model 3380G
ADA Outdoor Vandal-Resistant Steel Pedestal Fountain

FEATURES & BENEFITS

CONSTRUCTION
Heavy-duty 11-gauge galvanized steel finished pedestal incorporates a founded tube design for an aesthetically pleasing fountain, and a vandal-resistant access plate for added peace of mind.

BARRIER-FREE
Barrier-free capabilities combined with its ease of use allows for a number of installation location possibilities.

GALVANIZED FINISH
Tough galvanized coating is ideal for areas where rusting is an issue, and vandalism and graffiti could be present. Due to the galvanizing process, appearance will be a rough, unfinished galvanized surface.

BUBBLER HEAD
Polished chrome-plated brass bubbler head with integral laminar flow prevents splashing while providing a superior flow pattern. The integral 1.12" dia. basin shank and stainless anti-rotation roll pin for vandal resistance strength. Shields, angled stream opening provides a steady source of drinking water at 45 gpm.

DRINKING FOUNTAIN VALVE
The push-button activated valve offers the only all stainless steel valve body that is machined out of solid bar stock. It is fully serviceable through the front of the push button assembly offering access to the water control cartridge and integral water supply strainer, and with front access to the water stream height adjustment for easy maintenance without having to remove the valve. Operating pressure range of 30 to 90 psi (2.1 to 6.2 bar).

VANDAL-RESISTANT
The exterior head, push button, round bowl, drain trainer and access plates are locked in place, discouraging unwanted vandalism tampering.

OPTIONS
Sand trap: Model 661, sand trap for installing adjacent to pedestal drinking fountain to help prevent debris and contaminants from clogging waste line.
For more information, visit www.hawsco.com or call (888) 640-4297.



SPECIFICATIONS

Model 3380G ADA vandal-resistant pedestal drinking fountain shall include an 18-gauge Type 304 stainless steel satin finish basin with integral spill design, 100% lead-free waterways, vandal-resistant push-button operated stainless steel valve with front-accessible cartridge and flow adjustment, polished chrome-plated brass, vandal-resistant bubbler head with integral laminar anti-splash flow, chrome-plated brass vandal-resistant waste stream, 11-gauge rough unfinished galvanized surface steel pedestal, integral mounting plate, and 1-1/2" O.D. tailpiece.

APPLICATIONS

Perfect for either public or private outdoor settings, the 3380G is a great fit in areas where aesthetics are important to the overall aspect of the architecture. Suitable in areas where weather conditions exist, this series stands strong as a nice addition to any community. Galvanized finish helps to maintain the fountain's overall appeal as it remains looking as new as it did when it was installed. This type of pedestal drinking fountain may also be placed in a variety of settings such as parks, schools, and other outdoor environments around office buildings where the temperature remains above freezing. Model meets all current federal regulations for the disabled including those in the Americans with Disabilities Act, Haws manufactures drinking fountains, faucets and electric water coolers to be lead-free by all known definitions including NSF/ANSI/CAN 41, Section 6; NSF/ANSI/CAN 372, California Proposition 65, and the Federal Safe Drinking Water Act. Product is compliant to California Health and Safety Code 116875 (AB 1855-2006), and NSF/ANSI/CAN 61-Q-1.

DISCLAIMER: Continued product improvements may necessitate changes to drawings without notice. Check www.hawsco.com for the latest product information and updates.

1483 HAWSCO CORP., 30401 N.W. 99th AVE., #1177, MIAMI, FL 33187
TEL: 305.885.4712 | FAX: 305.885.7424 | E-MAIL: hawsco@hawsco.com
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04 - WATER FOUNTAIN

CUT-SHEET

NTS

PUBLIC SHOREWALK



811 KNOW WHATS BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's Not. It's Free. It's the Law. Call 811 two business days before digging.

05 - SHORELINE SIGNAGE

CUT-SHEET

NTS

AAAL
Architectural Alliance Landscape
912 SW 4th Ave., Fort Lauderdale, FL 33305
TEL: 954-764-8858
EMAIL: H.Hobson@archall.net

HUGHES BOYD ARCHITECT
14000 BSW R
STATE OF FLORIDA
REGISTERED PROFESSIONAL ARCHITECT

1 SPA SUBMITTAL SET 12-01-2022
2 SPA RE-SUBMITTAL SET 12-19-2022

SPA SUBMITTAL SET
1819-1855 79th St. Causeway
North Bay Village Holdings, LLC
North Bay Village, FL 33141

Sheet Description
SITE FURNISHINGS CUT-SHEETS

Release Date
10-11-2022

Project Number
2230

Drawing Number
L-105

Sheet 6 OF 7

LUMINIS CL313/CL313XL/CL323 SERIES LumiSTIK 3" BOLLARD

TYPE: QUANTITY: PROJECT: CATALOG NUMBER: FIXTURE: LED LIGHT SELECTION: VOLTAGE: FINISH: OPTION: OPTION: OPTION: OPTION:

1- 0.5" (12mm) high impact white translucent acrylic diffuser (UV stabilizer, available in five acrylic lengths)
2- 0.5" (12mm) extruded aluminum base
3- One-piece aluminum base cover

CL313/CL323/CL313XL

MATERIALS
LumiSTIK bollard is made of corrosion resistant 304 aluminum alloy with a copper (Cu) content of less than 0.05%. LED is contained in a white UV stabilized high impact acrylic sealed cylinder. The assembly is designed to provide a uniform color illumination.

ELECTRICAL DRIVER
Standard driver is 0-5V dimming-ready (dim to 10%) with 100,000+ hours operational life (50,000+ hours operating temperature range at 25°C, 20% to 100% output over voltage protection, input over current protection and output short circuit protection with auto-recovery. Driver for RGBW operating temperature range -20°C to +40°C. Optional RGBW: 5000K/5000K/4000K CCT with 80 CRI. Optional RGBW:

LED
50,000hrs L₇₀ (based on IESNA TM-21 Test Method and LM-80 data)

LIFE
50,000hrs L₇₀ (based on IESNA TM-21 Test Method and LM-80 data)

FINISH
Powder coating process includes pre-treatment of cast aluminum parts for an extraction. Polyester powder coating is applied through an electrostatic process and is intended for long term finish.

CERTIFICATION
Certified and approved per CSA C22.2 No. 250.0 standard and ANSI/A IESNA standard for wall sconces. Photometric testing performed by an independent laboratory in accordance with IES LM-79-09 standards at 25°C. Lumen depreciation in accordance with IESNA LM-80 standards.

MOUNTING
Mounts with a set of 4 x 3/8" x 3" x 3/4" galvanized anchor bolts.

LUMINIS | Toll Free: 866.586.4647 Fax: 534.683.8872 Email: info@luminis.com
290 Lacroix, Pointe-Claire (QC) Canada H9R 1L5 LUMINIS.COM

LUMINIS CL313/CL313XL/CL323 SERIES LumiSTIK

TYPICAL PHOTOMETRY SUMMARY

Descriptive Information
CL313-L4-B
Total Lms: 800 Lumens
Total Input Watts: 10W
Efficiency: 80 Lumens/Watt
80US-01
CCT/CRI: 4000K/80
Maximum Candela: 80 @ 0.9/1.75/3.0

Descriptive Information
CL313XL-L4-B
Total Lms: 1200 Lumens
Total Input Watts: 15W
Efficiency: 73 Lumens/Watt
80US-04-02
CCT/CRI: 4000K/80
Maximum Candela: 120 @ 0.9/1.75/3.0

Descriptive Information
CL323-L4-B
Total Lms: 2300 Lumens
Total Input Watts: 30W
Efficiency: 77 Lumens/Watt
80US-04-02-02
CCT/CRI: 4000K/80
Maximum Candela: 240 @ 0.9/1.75/3.0

Please visit our web site www.luminis.com for complete I.E.S. formatted download data.

LUMINAIRE SELECTION

MODEL SELECTION
CL313 □ L65W10 □ L65W15 □ L12W10 □ L12W20 □ L12W30

LED LIGHT SELECTION (4000K/20CRI)
SUFFIX DELIVERED LUMENS INPUT WATTS LM/FT
CL313 □ L65W10 800 10 10
CL313XL □ L65W15 1200 15 15
CL323 □ L12W10 800 10 20
CL323 □ L12W20 1640 20 20
CL323 □ L12W30 2250 30 30

VOLTAGE FINISH
□ 120V □ 277V
□ WHI: White
□ BRN: Bronze
□ MSL: Matte Silver
□ TRG: Titanium Gray
□ DGT: Gun Metal
□ CRT: Champagne
□ SGT: Steel Gray
□ BEF: English Cream

OPTIONAL COLORS
□ CS Custom color
□ RAL RAL color
□ MG Marine Grade* (Please also select the standard color)

RGBW SELECTION
SUFFIX DELIVERED LUMENS INPUT WATTS LM/FT
CL313XL □ LARGBW 662 12 662

*Note: Values are for total delivered lumens. For individual channel output values, refer to page 3. White CCT is 4000K & 80CRI.

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LUMINIS CL313/CL313XL/CL323 SERIES LumiSTIK

OPTIONS
ELECTRICAL
□ REML-30 Remote mount battery backup for LED 80 mins, 7W+
□ PS Fuse
□ PH Photocell
□ SP Surge protector 10kV

MOUNTING
Alternate CCT (vs LED LCF: Lumen conversion factor)
□ K3 3000K CCT 80 CRI (LCF: 0.94)
□ K35 3500K CCT 80 CRI (LCF: 0.983)
□ K4 4000K CCT 80 CRI (LCF: 1.00)
NOTE: Dimmable CCT is higher CRI available, please consult factory.

FAUX WOOD COLORS*
□ ADD American Douglas
□ BRC Birch
□ CHN Chestnut
□ CRY Cherry
□ KNP Knotty pine
□ MPL Maple
□ OPL Oak
□ RBW Rosewood
□ TEK Teak
□ WLN Walnut

NOTES
1- If a voltage is specified, luminaires are factory pre-wired by default for 120V. For other voltages, please specify with catalog number or consult factory.
2- The remote enclosure must be vented.
3- Only available on CL313XL. Photocell installed on the side of the fixture.
4- Remote grade part for harsh coastal environment and accurate salt water, additional delay required please contact factory for info.
5- RGBW not possible with options PH and REML-30.
6- Faux wood finish not applied to fixture head or base cover. Not compatible with marine grade finish.

RGBW DETAILS
Total delivered lumens:
Maximum output values:
SUFFIX W lm lm/ft W lm lm/ft W lm lm/ft
CL313XL □ LARGBW 3 374 374 9 288 288 12 662 662

This option is not RGB. For the desired DMX address, the client needs to fill a separate form to provide channel addresses. If not communicated by the client, the fixtures will be labeled and delivered with a start address at DMX5, with an increment of 4. Fixture #1 will be on address 1, fixture #2 will be on address 5, fixture #3 will be on address 9, etc.

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01 - SHORELINE BOLLARD - 21" TALL - #CL313
CUT-SHEET

N.T.S.

LUMINIS CL620/CL640/CL670 SERIES LumiSTIK 6" COLUMN

TYPE: QUANTITY: PROJECT: CATALOG NUMBER: FIXTURE: LED LIGHT SELECTION: COLUMN: VOLTAGE: FINISH: OPTION: OPTION: OPTION:

1- Heavy cast aluminum top cover with embedded heat sink
2- 6" (152mm) high impact white translucent acrylic diffuser (UV stabilizer)
3- LED array
4- 0.5" (12mm) extruded aluminum column

CL620/CL640/CL670

MATERIALS
LumiSTIK column is made of 6061-T6 extruded aluminum alloy. All other cast parts are corrosion resistant 304 aluminum alloy with a copper (Cu) content of less than 0.05%. LED boards are contained in a white UV stabilized high impact acrylic sealed cylinder. The assembly is designed to provide a uniform color illumination. LumiSTIK column is available in three standard acrylic lengths. Other lengths are available on request.

ELECTRICAL DRIVER
Standard driver is 0-5V dimming-ready (dim to 10%) with 100,000+ hours operational life (50,000+ hours operating temperature range at 25°C, 20% to 100% output over voltage protection, input over current protection and output short circuit protection with auto-recovery. Driver for RGBW is DMV512, IESNA compatible.

LED
2100K/3500K/5000K/4000K CCT with 80 CRI. Optional RGBW:

LIFE
50,000hrs L₇₀ (based on IESNA TM-21 Test Method and LM-80 data)

FINISH
Powder coating process includes pre-treatment of cast aluminum parts for an extraction. Polyester powder coating is applied through an electrostatic process and is intended for long term finish.

CERTIFICATION
Certified and approved per CSA C22.2 No. 250.0 standard and ANSI/A IESNA standard for wall sconces. Photometric testing performed by an independent laboratory in accordance with IES LM-79-09 standards at 25°C. Lumen depreciation in accordance with IESNA LM-80 standards.

MOUNTING
LumiSTIK column is designed for ease of access and installation. See page 3 for mounting details.

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LUMINIS CL620/CL640/CL670 SERIES LumiSTIK

TYPICAL PHOTOMETRY SUMMARY

Descriptive Information
CL620-L4-B
Total Lms: 3625 Lumens
Total Input Watts: 100.8 W
Efficiency: 97 Lumens/Watt
80US-02-04
CCT/CRI: 4000K/80
Maximum Candela: 600 @ 42.5/12/29.5

Descriptive Information
CL640-L4-B
Total Lms: 15,628 Lumens
Total Input Watts: 198.1 W
Efficiency: 68 Lumens/Watt
80US-03-04
CCT/CRI: 4000K/80
Maximum Candela: 1649 @ 42.5/12/29.5

Descriptive Information
CL670-L4-B
Total Lms: 25,628 Lumens
Total Input Watts: 324.1 W
Efficiency: 68 Lumens/Watt
80US-03-04
CCT/CRI: 4000K/80
Maximum Candela: 1649 @ 42.5/12/29.5

Please visit our web site www.luminis.com for complete I.E.S. formatted download data.

LUMINAIRE SELECTION

MODEL SELECTION
CL620 □ CL640 □ CL670

LED LIGHT SELECTION (4000K/20CRI)
SUFFIX DELIVERED LUMENS INPUT WATTS LM/FT
CL620 □ L4-B 3625 100.8 100.8
CL640 □ L4-B 15628 198.1 198.1
CL670 □ L4-B 25628 324.1 324.1

VOLTAGE FINISH
□ 120V □ 277V
□ WHI: White
□ BRN: Bronze
□ MSL: Matte Silver
□ TRG: Titanium Gray
□ DGT: Gun Metal
□ CRT: Champagne
□ SGT: Steel Gray
□ BEF: English Cream

OPTIONAL COLORS
□ CS Custom color
□ RAL RAL color
□ MG Marine Grade* (Please also select the standard color)

RGBW SELECTION (CONTROLLED WITH DMX/DMX5)
SUFFIX DELIVERED LUMENS INPUT WATTS LM/FT
CL620 □ CLARGBW 2046 35 1023
CL640 □ CLARGBW 4128 71 1029
CL670 □ CLARGBW 6272 108 1045

*Note: Values are for total delivered lumens. For individual channel output values, refer to page 3. White CCT is 4000K & 80CRI.

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LUMINIS CL620/CL640/CL670 SERIES LumiSTIK

OPTIONS
ELECTRICAL
□ PS Fuse
□ PH Photocell
□ SP Surge protector 10kV

CCT & CRI
Alternate CCT (vs LED LCF: Lumen conversion factor)
□ K27 2700K CCT 80 CRI (LCF: 0.94) NOTE: Other CCT & higher CRI available, please.
□ K35 3500K CCT 80 CRI (LCF: 0.983) consult factory. Does not apply to RGBW.
□ K4 4000K CCT 80 CRI (LCF: 1.00) ready for RGBW.

MOTION SENSOR DEVICE
□ MSD Motion sensor device (High/Low to 25%) 25% coverage. Installed at 180° from hand hole.
□ NTAIR2 Night Air Control panel. 270° coverage. Installed at 180° from hand hole.

CONTROL
□ DMX DMX (High/Low to 25%) 25% coverage. Installed at 180° from hand hole.

FAUX WOOD COLORS*
□ ADD American Douglas
□ BRC Birch
□ CHN Chestnut
□ CRY Cherry
□ KNP Knotty pine
□ MPL Maple
□ OPL Oak
□ RBW Rosewood
□ TEK Teak
□ WLN Walnut

RGBW DETAILS
Total delivered lumens:
Maximum output values:
SUFFIX W lm lm/ft W lm lm/ft W lm lm/ft
CL620 9 1041 521 26 1025 502 35 2046 1023
CL640 19 2123 531 52 2035 508 71 4128 1039
CL670 28 3205 534 79 3067 511 108 6272 1045

The fixtures will be delivered with the default address 1.

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LUMINIS CL620/CL640/CL670 SERIES LumiSTIK

MOUNTING INFORMATION
OVERALL HEIGHTS FROM 96" (8FT) TO 144" (12FT)
OVERALL HEIGHTS ABOVE 144" (12FT)

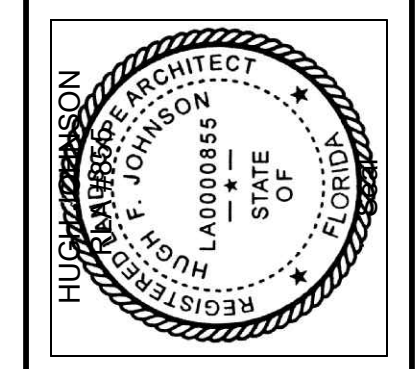
MOUNTING ACCESSORIES
BNF: Fixed 24" banner support
2BNF: Two fixed 24" banner supports
BNF80: Two fixed 24" banner supports at 180°
2BNF80: Four fixed 24" banner supports at 180°

RGBW - DMX / DMX 4 channels
Users can generate any color by mixing the intensity of four independent red, green, blue and white channels.

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02 - SHORELINE PEDESTRIAN LIGHT, 14' OA HEIGHT, #CL640
PLAN / ELEVATION

N.T.S.



1 SPA RE-SUBMITTAL 12-01-2022
2 SPA RE-SUBMITTAL 12-19-2022

Revision Dates

SPA SUBMITTAL SET
1819-1855 79th St. Causeway
North Bay Village Holdings, LLC
North Bay Village, FL 33141

Sheet Description
SITE FURNISHINGS CUT-SHEETS

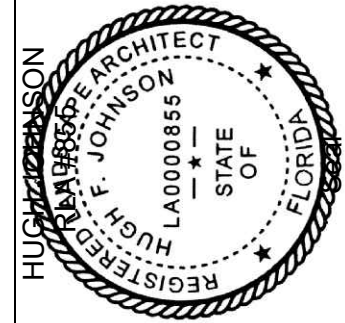
Release Date
10-11-2022

Project Number
2230

Drawing Number
L-106

Sheet 7 OF 7

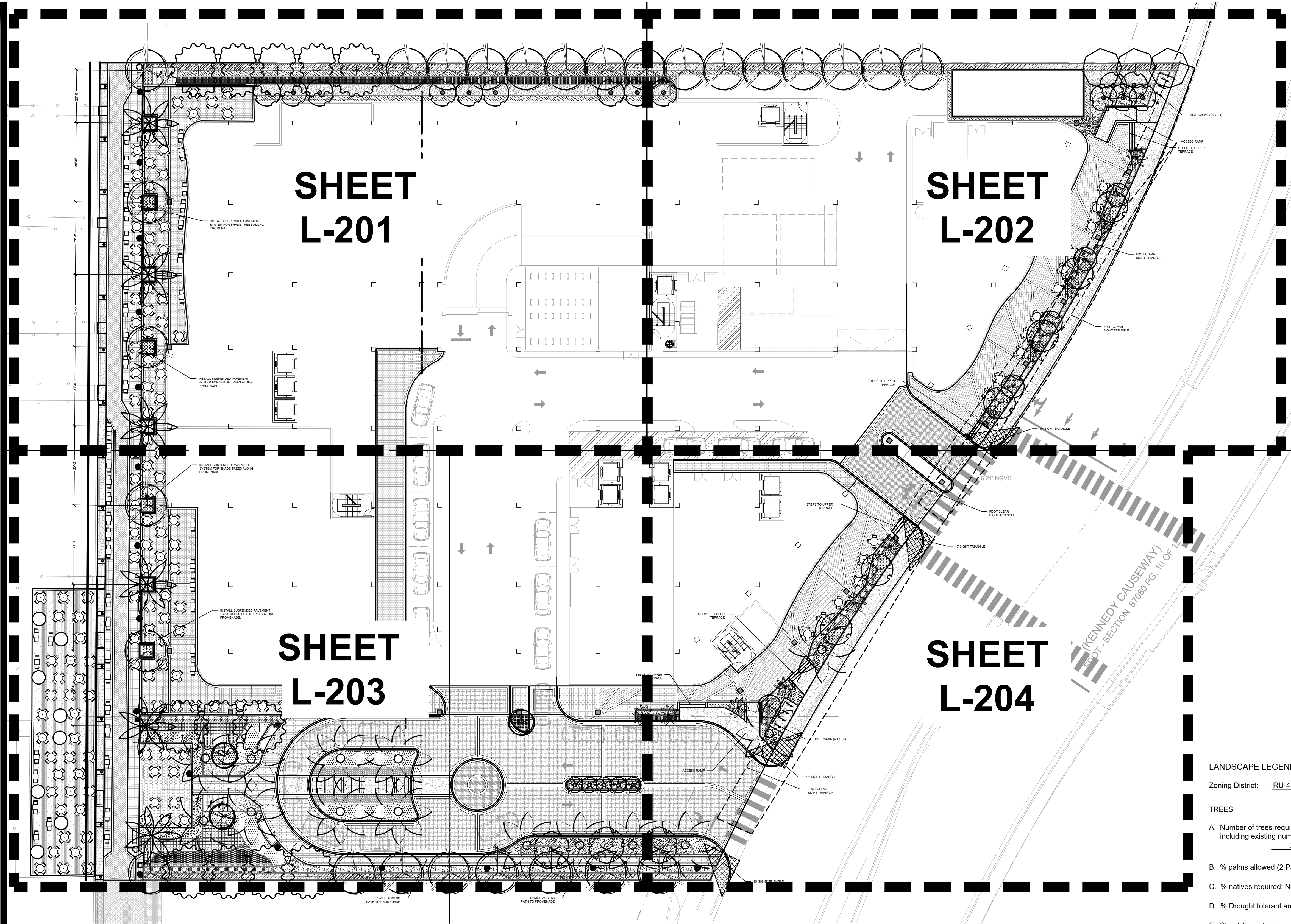




Revision Dates	
1	SPA RE-SUBMITTAL 12-01-2022
2	SPA RE-SUBMITTAL SET 12-19-2022

SPA SUBMITTAL SET
1819-1855 79th St. Causeway
 North Bay Village Holdings, LLC
 North Bay Village, FL 33141

Sheet Description
LANDSCAPE PLAN
Release Date 09-16-2022
Project Number 2230
Drawing Number L-200
Sheet 1 OF 12



LANDSCAPE LEGEND

Zoning District: RU-4

Total Lot Area: 100,592 s.f. 2.30 Acres

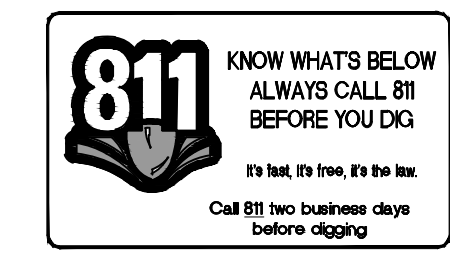
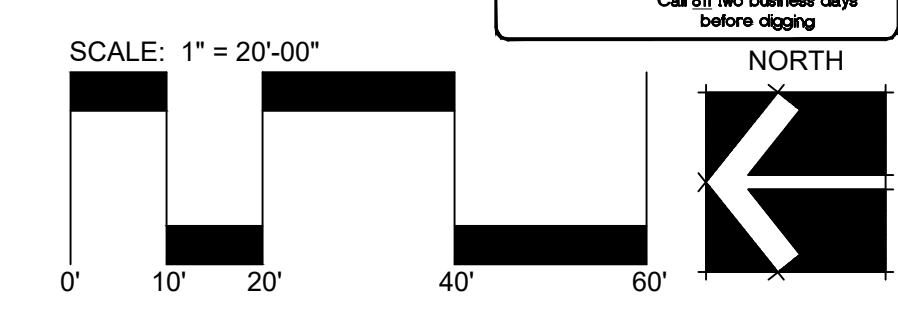
TREES	REQUIRED	PROVIDED
A. Number of trees required per net lot acre, including existing number of trees meeting minimum requirements 28 trees x 2.30 acres =	64	65 5 (18 - 25% AMENITY)
B. % palms allowed (2 Palms = 1 Tree); Number of trees provided x 30% =	19 (38)	19 (38)
C. % natives required; Number of trees provided x 30% =	19	00
D. % Drought tolerant and low maintenance; Number of trees provided x 20% =	13	00
E. Street Trees (maximum average spacing of 35' o.c.): 283 LF / 35 LF = 8 Trees	8	8
F. Street Trees located directly beneath power lines:	N/A	N/A
G. Total Trees Required (A+E+F)	72	97

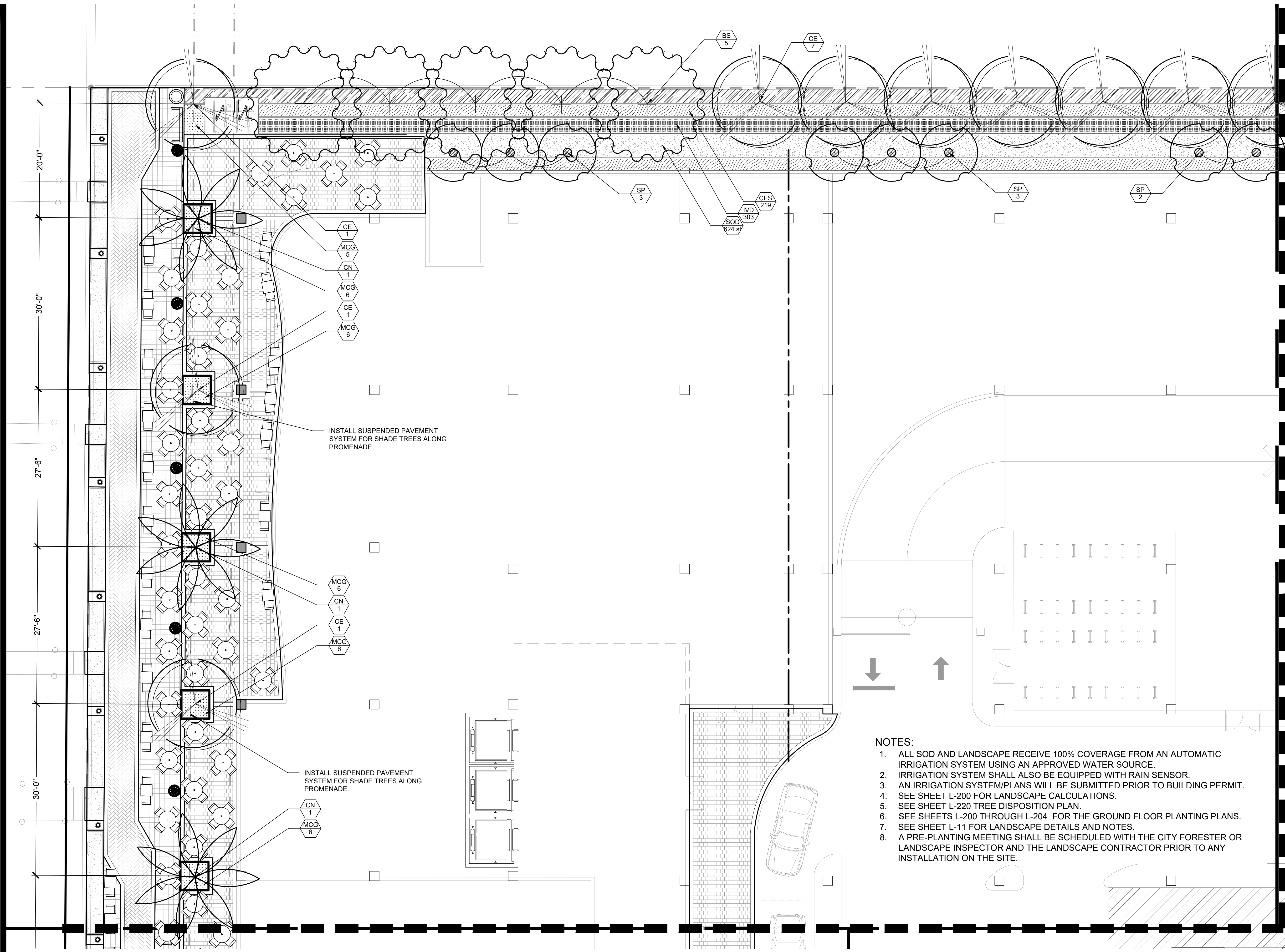
SHRUBS - GROUND FLOOR ONLY

A. Number of shrubs required: Number of trees required x 10 =	720	11,374
B. % Native shrubs required: Number of shrubs provided by 30% =	216 (30%)	4,189

NOTES:

- ALL SOD AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
- IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RAIN SENSOR.
- AN IRRIGATION SYSTEM/PLANS WILL BE SUBMITTED PRIOR TO BUILDING PERMIT.
- SEE SHEET L-200 FOR LANDSCAPE CALCULATIONS.
- SEE SHEET L-220 TREE DISPOSITION PLAN.
- SEE SHEETS L-200 THROUGH L-204 FOR THE GROUND FLOOR PLANTING PLANS.
- SEE SHEET L-11 FOR LANDSCAPE DETAILS AND NOTES.
- A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.

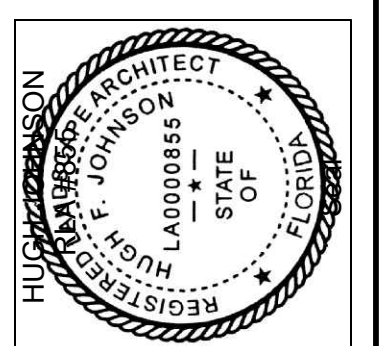




INSTALL SUSPENDED PAVEMENT SYSTEM FOR SHADE TREES ALONG PROMENADE.

INSTALL SUSPENDED PAVEMENT SYSTEM FOR SHADE TREES ALONG PROMENADE.

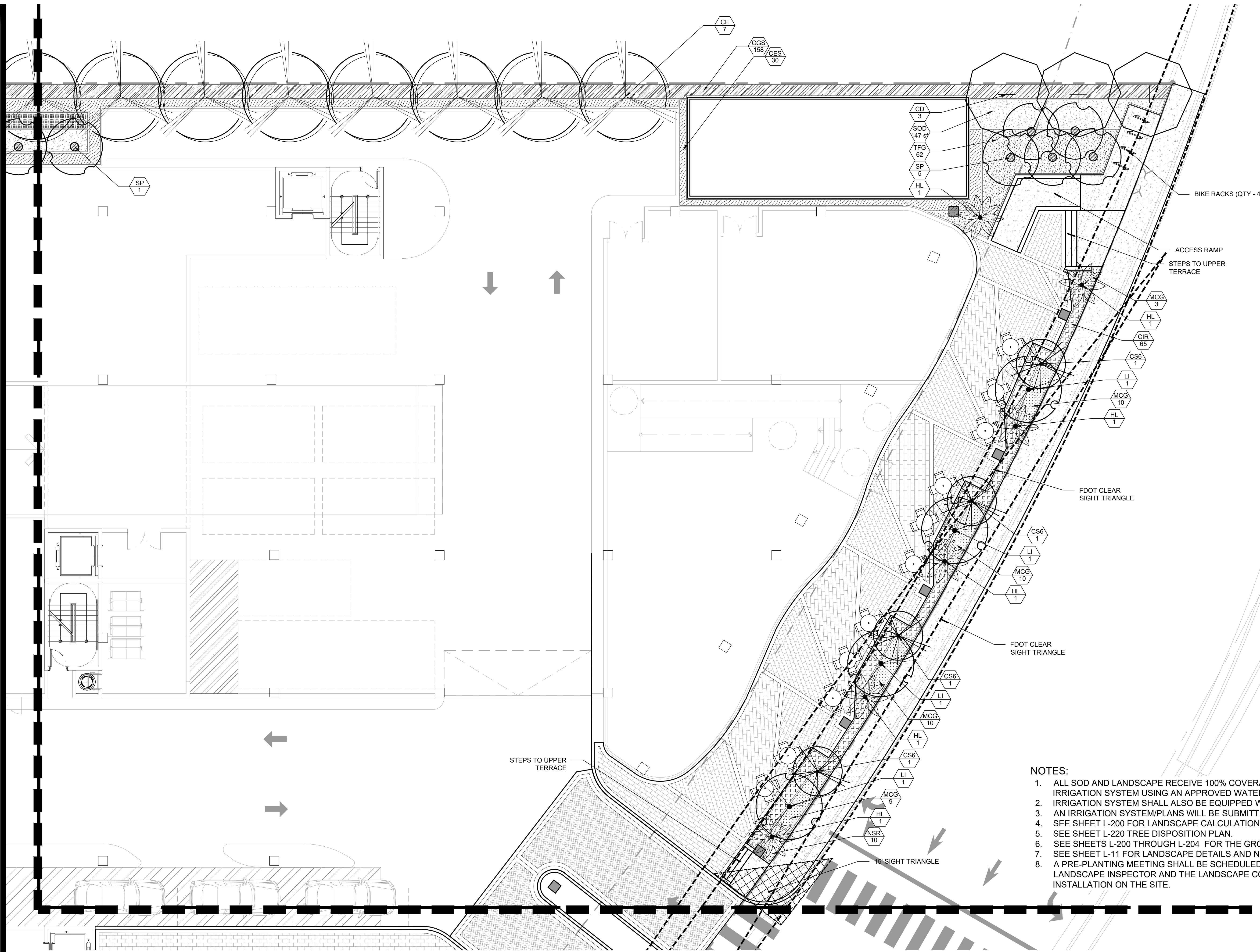
- NOTES:**
1. ALL SOD AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
 2. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RAIN SENSOR.
 3. AN IRRIGATION SYSTEM/PLANS WILL BE SUBMITTED PRIOR TO BUILDING PERMIT.
 4. SEE SHEET L-200 FOR LANDSCAPE CALCULATIONS.
 5. SEE SHEET L-220 TREE DISPOSITION PLAN.
 6. SEE SHEETS L-200 THROUGH L-204 FOR THE GROUND FLOOR PLANTING PLANS.
 7. SEE SHEET L-11 FOR LANDSCAPE DETAILS AND NOTES.
 8. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.



Revision	Date

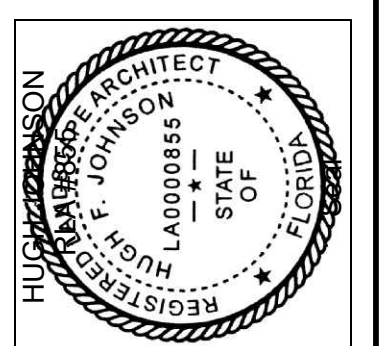
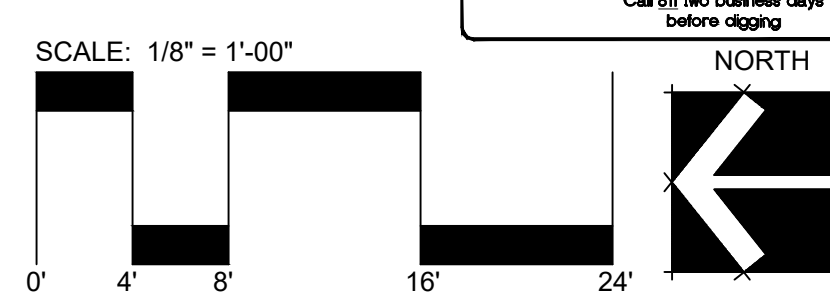
SPA SUBMITTAL SET
1819-1855 79th St. Causeway
 North Bay Village Holdings, LLC
 North Bay Village, FL 33141

Sheet Description LANDSCAPE PLAN
Release Date 09-16-2022
Project Number 2230
Drawing Number L-201
Sheet 2 OF 12



NOTES:

1. ALL SOD AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
2. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RAIN SENSOR.
3. AN IRRIGATION SYSTEM/PLANS WILL BE SUBMITTED PRIOR TO BUILDING PERMIT.
4. SEE SHEET L-200 FOR LANDSCAPE CALCULATIONS.
5. SEE SHEET L-220 TREE DISPOSITION PLAN.
6. SEE SHEETS L-200 THROUGH L-204 FOR THE GROUND FLOOR PLANTING PLANS.
7. SEE SHEET L-11 FOR LANDSCAPE DETAILS AND NOTES.
8. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.



Revision Dates

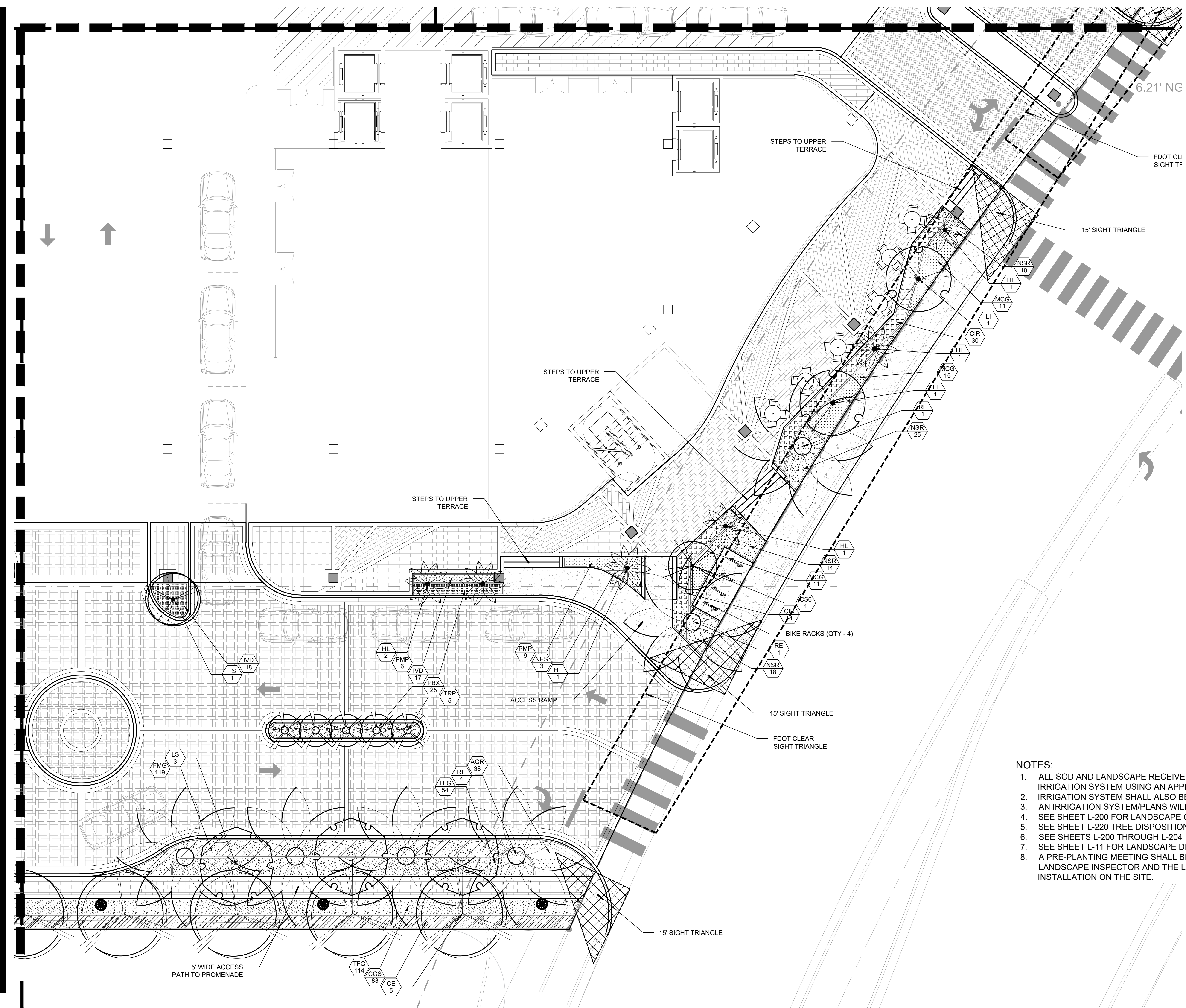
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SPA SUBMITTAL SET

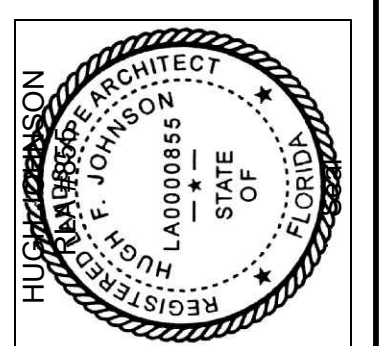
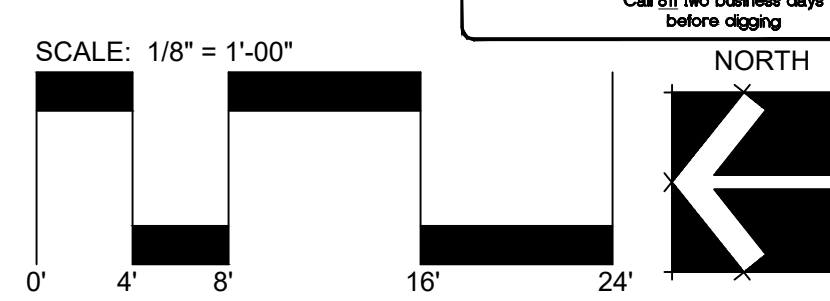
1819-1855 79th St. Causeway

North Bay Village Holdings, LLC
North Bay Village, FL 33141

Sheet Description	LANDSCAPE PLAN
Release Date	09-16-2022
Project Number	2230
Drawing Number	L-202
Sheet 3 OF 12	



- NOTES:**
1. ALL SOD AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
 2. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RAIN SENSOR.
 3. AN IRRIGATION SYSTEM/PLANS WILL BE SUBMITTED PRIOR TO BUILDING PERMIT.
 4. SEE SHEET L-200 FOR LANDSCAPE CALCULATIONS.
 5. SEE SHEET L-220 TREE DISPOSITION PLAN.
 6. SEE SHEETS L-200 THROUGH L-204 FOR THE GROUND FLOOR PLANTING PLANS.
 7. SEE SHEET L-11 FOR LANDSCAPE DETAILS AND NOTES.
 8. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.

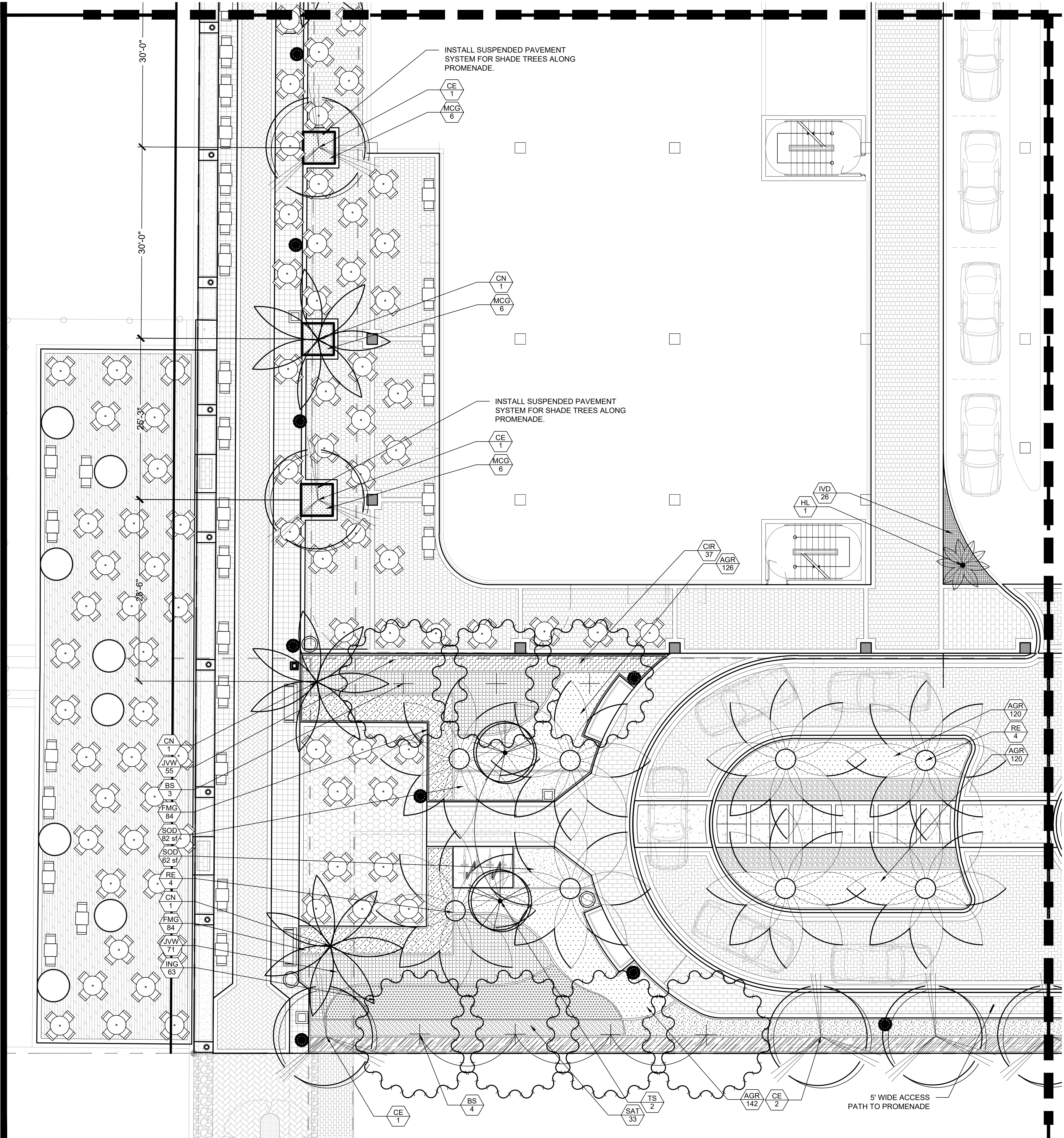


1 SPA RE-SUBMITTAL	12-01-2022
2 SET SPA RE-SUBMITTAL	12-19-2022
SET	

Revision Dates

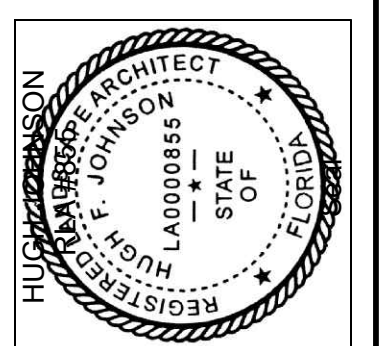
SPA SUBMITTAL SET
1819-1855 79th St. Causeway
 North Bay Village Holdings, LLC
 North Bay Village, FL 33141

Sheet Description	LANDSCAPE PLAN
Release Date	09-16-2022
Project Number	2230
Drawing Number	L-203
	Sheet 4 OF 12



PLANT SCHEDULE NORTH BAY VILLAGE - GROUND LEVEL									
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	
BS	12	BURSERIA SIMARUBA	QUINBO LIMBO	FG/BB	3" CAL	14' HT X 5' SPR	YES	HIGH	
CD	3	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	FG/BB	2.5" CAL	14' HT X 5' SPR, 5' CT. FULL CANOPY	YES	HIGH	
CE	27	CONOCARPUS ERECTUS	BUTTONWOOD	FG/BB	3" CAL	14' HT X 5' SPR, 5' CT. FULL CANOPY	YES	HIGH	
C56	5	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD	FG/BB	2.5" CAL	12' HT X 5' SPR, STD.	YES	HIGH	
FLOWERING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	
LI	6	LAGERSTROEMIA INDICA 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE 'STANDARD'	FG/BB	3" CAL	14' HT X 5' SPR, 5' CT. FULL CANOPY	NO	HIGH	
LS	3	LAGERSTROEMIA SPECIOSA	QUEEN S CRAPE MYRTLE	FG/BB	3" CAL	14' HT X 5' SPR, 5' CT. FULL CANOPY	NO	MEDIUM	
TS	3	TECOMA STANS	YELLOW BELLS	FG/BB	1.5" CAL	10' HT X 4' SPR, STD.	YES	HIGH	
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	
CN	6	COCOS NUCIFERA	COCONUT PALM 'GREEN MALAYAN'	FG/BB	10"-12" CAL	8' CT, 24-28" GA.	NO	HIGH	
HL	13	HYOPHORBE LAGENICAJULIS	BOTTLE PALM	25 GAL		6'-7" GA, HEAVY	NO	HIGH	
RE	14	ROYSTONIA ELATA	FLORIDA ROYAL PALM	FG/BB	20"-24" CAL	8' GW, 20' + GA, MATCHED	YES	HIGH	
SP	14	SABAL PALMETTO	CABBAGE PALMETTO	FG/BB	10"-12" CAL	14' -20' GA, VARY HEIGHTS	YES	HIGH	
TRP	5	THRIXAX RADIX	FLORIDA THATCH PALM	FG/BB		6'-8" GA, TRIPLE TRUNKS, MATCHED	YES	HIGH	
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	SPACING
CIR	146	CHRYSOBALANUS ICADO 'REDTIP'	RED TIP COCCOPLUM			30' HT X 24" SPR	YES	MEDIUM	24" o.c.
CDS	241	CLUBIA GUTTIFERA	SMALL-LEAF CLUBIA			30' HT X 24" SPR	YES	HIGH	30" o.c.
CES	249	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD			30' HT X 24" SPR	YES	HIGH	24" o.c.
ING	63	IXORA COCCINEA 'NORA GRANT'	NORA GRANT IXORA			24" HT X 24" SPR	NO	MEDIUM	24" o.c.
PMP	15	PODOCARPUS MACROPHYLLUS	PODOCARPUS			24" HT X 24" SPR	NO	MEDIUM	24" o.c.
SAT	33	SCHEFFLERA ARBORICOLA 'TRINETTE'	VAREGATED SCHEFFLERA			24" HT X 24" SPR	NO	HIGH	24" o.c.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	SPACING
AGR	546	ARACHIS GLABRATA	PERENNIAL PEANUT 'LARGE LEAF'			6" HT X 12" SPR @	NO	HIGH	16" o.c.
FMG	267	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS			14" HT X 16" SPR	NO	HIGH	16" o.c.
IWD	364	ILEX VOMITORIA 'STOKES DWARF'	DWARF YALPON HOLLY			12" HT X 12" SPR	YES	HIGH	16" o.c.
JWV	126	JASMINUM VOLUBLE	WAX JASMINE			20" HT X 20" SPR	NO	MEDIUM	24" o.c.
NSR	77	NEOREGELIA X RUBROVITTATA 'FUEGO'	FUEGO BROMELIAD			12" HT X 12" SPR	NO	HIGH	16" o.c.
NES	3	NEPHROLEPIS EXALATA	BOSTON FERN			12" HT X 12" SPR	YES	HIGH	16" o.c.
PBX	25	PHILODENDRON BURLE-MARXII	BURLE-MARX PHILODENDRON			16" HT X 16" SPR	NO	MEDIUM	20" o.c.
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	SPACING
SOD	915 SF	STENOTAPHRUM SECUNDATUM 'FLORITAM'	'FLORITAM' ST. AUGUSTINE SOD						
TALL GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	SPACING
MCG	132	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS			20" HT X 20" SPR	YES	HIGH	24" o.c.
TFG	239	TRIPSACUM FLORIDANA	FLORIDA GAMMA GRASS			24" HT X 24" SPR	YES	HIGH	24" o.c.

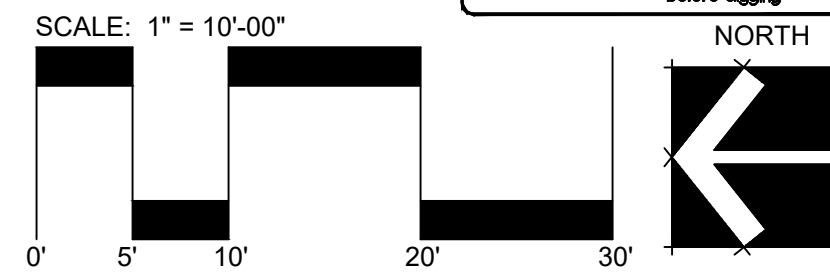
- NOTES:
1. ALL SOD AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
 2. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RAIN SENSOR
 3. SEE SHEET L-200 FOR LANDSCAPE CALCULATIONS.
 4. SEE SHEET L-220 TREE DISPOSITION PLAN.
 5. SEE SHEETS L-200 THROUGH L-204 FOR THE GROUND FLOOR PLANTING PLANS.
 6. SEE SHEET L-11 FOR LANDSCAPE DETAILS AND NOTES.
 7. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.



1 SPA RE-SUBMITTAL 12-01-2022
 2 SET SPA RE-SUBMITTAL 12-19-2022

SPA SUBMITTAL SET
1819-1855 79th St. Causeway
 North Bay Village Holdings, LLC
 North Bay Village, FL 33141

Sheet Description
 LANDSCAPE PLAN
 Release Date
 09-16-2022
 Project Number
 2230
 Drawing Number
L-204
 Sheet 5 OF 12



Attachment B (without Exhibits)

RESOLUTION NO. 2023-003

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH NORTH BAY VILLAGE HOLDINGS, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1819-1855 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 345 RESIDENTIAL UNITS; (B) 20,232 SQUARE FEET OF RESTAURANT SPACE AND A WATERFRONT TERRACE; (C) 2,594 SQUARE FEET OF COMMERCIAL/RETAIL SPACE; (D) 273 HOTEL/LODGING UNITS; AND (F) OTHER RELATED USES PURSUANT TO SECTION 8.13 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village Holdings, LLC, ("the "Owner") has submitted an application to North Bay Village (the "Village") seeking approval of a site plan for a mixed-use development project on approximately 2.31 acres located at 1819-1855 79th Street Causeway (Kennedy Causeway) and designated Folio No. 23-3209-000-0110 (the "Property"); and

WHEREAS, the proposed mixed-use development project consists of a 30-story, 340-foot-tall mixed-use building, consisting substantially of the following: 345 residential units, plus complementary indoor and outdoor resident amenities; 20,232 sq. ft. of restaurant space and a waterfront terrace; 2,594 sq. ft. of commercial/retail space; 273 hotel/lodging units; 7,500 sq. ft. of meeting space; and 677 parking spaces in a parking structure (collectively, the "Project"); and

WHEREAS, in order to develop the Project with 345 residential units, the Owner is seeking a workforce housing density bonus to allow the Project to be developed at a residential density of 150 units per acre; and

WHEREAS, Section 8.15 of the Village's Unified Land Development Code provides that prior to the approval of a site plan that requests bonus density and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval

request; and

WHEREAS, pursuant to Section 8.15 and Chapter 15 of the Village Unified Land Development Code (“ULDC”), the Village and the Owner have agreed on the terms of a development agreement, a copy of which is attached hereto as Exhibit “A” (the “Development Agreement”), which memorializes density bonus requirements in the Project, and other requirements, obligations, and commitments; and

WHEREAS, the Village Commission finds that the Development Agreement is consistent with the Village’s Comprehensive Plan and the UDLC; and

WHEREAS, the Village Commission desires to approve the Development Agreement and authorize the Village Manager to execute the Development Agreement with the Owner in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval. That the Village Commission hereby approves the Development Agreement with the Owner.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Development Agreement in substantially the form attached hereto as Exhibit “A” with the Owner, subject to approval as to form, content, and legal sufficiency.

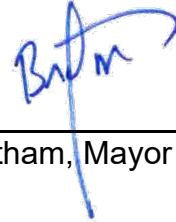
Section 4. Implementation. The Village Manager and Village Attorney are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the Development Agreement.

Section 5. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

The foregoing Resolution was offered by Commissioner Streitfeld who moved its adoption. The motion was seconded by Commissioner Cuk and upon being put to a vote, the vote was as follows:

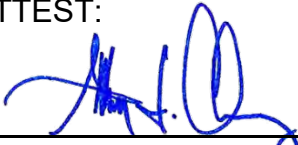
Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

PASSED AND ADOPTED on this 10th day of January, 2023.



Brent Latham, Mayor

ATTEST:



Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of January, 2023, by and between North Bay Village Holdings, LLC, a Delaware limited liability company (the "Owner"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (together, the "Parties").

RECITALS

WHEREAS, the Owner owns the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned T6-30 transect zone pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, on January 10, 2023 (the "Commission Approval Date"), by Resolution _____ (the "Approval Resolution") a copy of which is attached as Exhibit "B", the Village Mayor and Commission granted approval pursuant to Sec. 5.8 of the North Bay Village Unified Land Development Code (the "ULDC") for a mixed-use development project consisting substantially of the following: 345 dwelling units, 273 hotel rooms, approximately 7,500 square feet of meeting space, 20,232 square feet of restaurant space and a waterfront terrace, 2,594 square feet of retail space, and 677 parking spaces, and other related improvements (the "Project"); and

WHEREAS, the Owner seeks to develop the Property; and

WHEREAS, the Parties desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 and Chapter 15 of the ULDC.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Owner and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.
2. Definitions.
 - a. "Approval Resolution" is defined in the third recital above.
 - b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S. in effect as of the Commission Approval Date.
 - c. "Site Plan" is that Development plan prepared by Kobi Karp Architecture and Interior Design, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.
 - d. "Owner" means the person(s) undertaking the development of the Property, as defined in the preamble to this Agreement, and any successors or assigns thereof; provided however that the term "Owner" does not include future fee simple owners of any individual lot or unit within the Project.
 - e. "Development" means the carrying out of any building activity, the making of

any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

- f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of Local Government having the effect of permitting the development of land.
- g. "Effective Date" is the latter of the date of execution of this Agreement by the Owner or the Village.
- h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of Local Government.
- i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
- j. "Land Development Regulations" or "ULDC" means ordinances, rules, and policies in effect as of the Commission Approval Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any Local Government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.
- k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a Local Government affecting the development of Land and in effect as of the Commission Approval Date. All Laws referenced in this Agreement shall refer to the Law in effect as of the Commission Approval Date.
- l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for, land development.
- m. "Master Building Permit" means a building permit for above-grade vertical construction of the shell of the principal building approved under the Project Approval, as hereinafter defined.
- n. "Project" means the development approved pursuant to the Project Approval.
- o. "Project Approval" is defined in Section 6 of this Agreement.
- p. "Project Validity Period" is defined in Section 7.a.i.
- q. "Property" is defined in the recitals.
- r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, parks, and potable water.

- s. "Term" is defined in Section 4.a.
- 3. Intent. It is the intent of the Owner and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.15 and Chapter 15 of the ULDC.
- 4. Effective Date and Duration.
 - a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of three (3) years (2 years plus one pre-approved extension year, subject to the provisions of section 7(a)(i)) from the Effective Date (the "Term"), provided that Owner may request a one (1) extension year, for a total term of four (4) years, subject to extensions of the Project Approval allowed by law.
 - b. The expiration date of the Agreement shall be the date of the expiration of the Term (the "Expiration Date").
 - c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Owner to continue the development of the Project.
 - d. If the Project Approval (as defined below) expires as provided in Section 7.a.i. of this Agreement, this Agreement shall automatically terminate and the Term shall be deemed to have lapsed.
- 5. Permitted Development Uses and Building Intensities.
 - a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Owner has proffered and the Village has approved the Site Plan pursuant to the Approval Resolution (collectively, the Site Plan and Approval Resolution constitute the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan and the Land Development Regulations.
 - b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications) and the applicable provisions of the Comprehensive Plan.
- 6. Project Approval. The Project shall be in substantial conformance with the Site Plan which consists of the following (except as may be modified upon application by Owner

pursuant to Section 5.9 of the ULDC):

- a. Boundary Survey prepared by J. Hernandez & Associates, dated 07/21/2022.
- b. Architectural plans prepared by Kobi Karp Architecture and Interior Design, dated 12/1/2022 and sealed on 12/1/2022 by Kobi Karp (except where otherwise indicated):
 - i. Sheets A0.00: Cover Sheet
 - ii. Sheet A0.01: Drawing Index
 - iii. Sheet A0.02: Project Data dated, signed and sealed by Kobi Karp on 12/1/2022
 - iv. Sheet A0.03: Location Map
 - v. Sheet A0.04: Aerial Views
 - vi. Sheet A0.05: Existing Conditions
 - vii. Sheet A1.00: Unit Matrix
 - viii. Sheet A1.01: FLR Diagram
 - ix. Sheet A1.02: Zoning Diagrams
 - x. Sheet A1.03: Principal Frontage and Door Location
 - xi. Sheet A2.00: Site Plan
 - xii. Sheet A3.01: Floor Plan – Level 1 (Ground Floor)
 - xiii. Sheet A3.02: Floor Plan – Level 2 [Replace this with Sheet A0.02 dated, signed and sealed by Kobi Karp on 12/1/2022]
 - xiv. Sheet A3.0M: Floor Plan – Mezzanine Levels dated, signed and sealed by Kobi Karp on 12/1/2022
 - xv. Sheet A3.03: Floor Plan – Levels 3-5
 - xvi. Sheet A3.06: Floor Plan – Level 6
 - xvii. Sheet A3.07: Floor Plan – Level 7-29
 - xviii. Sheet A3.30: Floor Plan – Level 30
 - xix. Sheet A3.31: Floor Plan – Roof Deck
 - xx. Sheet A4.00: Proposed Elevation North
 - xxi. Sheet A4.01: Proposed Elevation South
 - xxii. Sheet A4.02: Proposed Elevation East
 - xxiii. Sheet A4.03: Proposed Elevation West
 - xxiv. Sheet A4.50: Rendered Elevation North
 - xxv. Sheet A4.51: Rendered Elevation South

- xxvi. Sheet A4.52: Rendered Elevation East
- xxvii. Sheet A4.53: Rendered Elevation West
- xxviii. Sheet A5.00: Building Section A
 - xxix. Sheet A5.01: Building Section B
 - xxx. Sheet A5.02: Front Site Sections
 - xxxi. Sheet A5.03: Waterfront Site Sections
 - xxxii. Sheet A6.00: Rendering
 - xxxiii. Sheet A6.01: Rendering
 - xxxiv. Sheet A6.02: Rendering
 - xxxv. Sheet A6.03: Rendering
 - xxxvi. Sheet A6.04: Rendering
 - xxxvii. Sheet A6.05: Rendering
 - xxxviii. Sheet A6.06: Rendering
 - xxxix. Sheet A6.07: Rendering
 - xl. Sheet A6.08: Rendering
 - xli. Sheet A6.09: Rendering
 - xlii. Sheet A6.10: Rendering
 - xliii. Sheet A6.11: Rendering
- c. Landscape Plans prepared by Architectural Alliance Landscape, dated 12-1-2022 and sealed by Hugh F. Johnson:
 - i. Sheet L-100: Paving Plan (Key Map)
 - ii. Sheet L-101: Paving Plan (NE section)
 - iii. Sheet L-102: Paving Plan (SE section)
 - iv. Sheet L-103: Paving Plan (NW section)
 - v. Sheet L-104: Paving Plan (SW section)
 - vi. Sheet L-105: Site Furnishings Cut-Sheet
 - vii. Sheet L-106: Site Furnishings Cut-Sheets
 - viii. Sheet L-200: Landscape Plan (Key Map)
 - ix. Sheet L-201: Landscape Plan (NE Section)
 - x. Sheet L-202: Landscape Plan (SE Section)
 - xi. Sheet L-203: Landscape Plan (SW Section)
 - xii. Sheet L-204: Landscape Plan (NW Section)

- xiii. Sheet L-205: Amenity Level Landscape Plan (NE Section)
 - xiv. Sheet L-206: Amenity Level Landscape Plan (SE Section)
 - xv. Sheet L-207: Amenity Level Landscape Plan (SW Section)
 - xvi. Sheet L-208: Amenity Level Landscape Plan (NW Section)
 - xvii. Sheet L-209: Roof Level Landscape Plan
 - xviii. Sheet L-210: Landscape Notes and Details
 - xix. Sheet L-220: Tree Disposition Plan
- d. Level of Service (LOS) Analysis/Development Impact Analysis prepared by Ross Engineering (undated)
 - e. Traffic Impact Analysis prepared by NV5, dated December 1, 2022.

7. Conditions of Approval.

a. *General conditions*

- i. The Project Approval shall be valid for two (2) years plus one (1) year as a pre-approved extension, for a total term of three (3) years, commencing on the Effective Date, within which time the Owner must obtain the Master Building Permit. No more than one (1) additional one-year extension may be granted upon approval by the Village Commission based upon a finding that Owner has made good faith efforts to seek a Master Building Permit and has submitted a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement. The initial three-year term and any subsequent extension that may be granted by the Village Commission plus any other extensions under this Agreement or under law is the “Project Validity Period.” If the Owner desires to request an extension of the Project Validity Period under Sections 5.10, 8.15 and 15.2.H. of the ULDC, a request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.
- ii. Owner’s failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d.
- iii. Once issued, Owner shall maintain the Master Building Permit in active standing as determined by the building official acting pursuant to the Florida Building Code throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit being in place, or (2) following the Project Validity Period, the Master Building Permit expires or is revoked by the building official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this

Agreement shall be automatically terminated pursuant to Section 4.d.

- iv. Cost recovery charges must be paid when due pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property (including fees related to any previous development proposal applications on the Property, if any) shall be paid in full when due.
- v. Prior to issuance of the Master Building Permit, Owner shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.
- vi. Owner shall comply with all Site Plan comments, requirements, and conditions contained in this Agreement and the Approval Resolution.

b. *Workforce Housing, Density Bonus and Community Contribution Fee*

- i. A minimum of five percent (5%) of the total 345 proposed units shall be reserved and provided as non-subsidized workforce housing units as defined in Section 15.2.1, Workforce Housing Program Administration, of the ULDC, as such section of the ULDC existed prior to the adoption of Ordinance No. 2022-013.
- ii. The Owner shall pay a total community contribution fee of \$2,185,000.00 pursuant to Village Commission Resolution No. 2021-010, as follows:

Installment	When Due	Percent of Total	Amount Due
1	Within 90 days of Effective Date	25%	\$546,250.00
2	On or before Issuance of First Building Permit ¹	75%	\$1,638,750.00
Total		100%	\$2,185,000.00

¹ Includes any site improvement permit such as for site excavation, clearing, foundation, or structure.

c. *Landscape and Public Realm*

- i. The Owner shall comply with the provisions and conditions set by the Miami-Dade County Shoreline Development Review Committee, as reflected in Resolution No. 22-SDRC-009 (the "SDRC Resolution"), attached as Exhibit "C", including the following conditions, but shall not be required to comply with conditions 3 and 4 of the SDRC Resolution

or with any other aspects of the SDRC Resolution inconsistent with this Agreement. The modified requirements are as follows:

1. Covenant for an 18-foot-wide Island Walk (subject to outdoor dining approvals pursuant to a Warrant) as a public easement proffered to North Bay Village in perpetuity for a dedicated shore walk promenade pursuant to Section 15.3.A.2.g(2)(b) of the ULDC (the “Island Walk Easement”).
 2. In accordance with the SDRC Resolution, Owner has added to the Site Plan two (2) additional light fixtures along the 5’ wide pedestrian path proposed on the west side of the property.
 3. Suspended paving around the large canopy trees in the south passive zone.
 4. Substitute sea tolerant species along the passive zone such as Green Buttonwood trees for the proposed Gumbo Limbo trees.
 5. Explore the feasibility of providing a pedestrian path along the east side of the property (within the east setback).
- ii. The Owner shall add a green wall to the portion of the parking structure as shown on sheets A4.00-A4.53 of the Site Plan submitted to the Village Commission.
 - iii. Green wall system design and maintenance plan shall meet the standards of Sections 8.27 and 9.8.1 of the ULDC.
 - iv. The species for each existing tree/palm shall be provided in the Site Plan.
 - v. The Owner’s landscape plans shall demonstrate that adequate growing space will be provided for the root system of the proposed palms to be located along the Island Walk. This may require a suspended pavement system below the walk or an equivalent alternative.
 - vi. The specifications for the proposed pedestrian-scale light poles and drinking fountains shall be provided in the Site Plan as per requirements of Section 15.3.A.2.g.(2) Design Standards for Island Walk of the ULDC.
 - vii. The Island Walk Easement shall be recorded prior to the issuance of a Certificate of Occupancy in the public records of Miami-Dade County, Florida by the Village at the Owner’s expense.
 - viii. The Island Walk Easement shall be and remain an open space public walkway with landscaping and other amenities as described in the Site Plan subject to the terms of any approved Warrant for outdoor dining. The Island Walk Easement shall at all times maintain a minimum six-(6)-foot wide unobstructed walking path (the “Walking Path”). The Island Walk Easement shall remain reasonably available for access and use by the public, from 6 AM to midnight, except that where an abutting commercial establishment closes later the closing time of the Walking

Path should extend commensurate with the abutting commercial establishment's closing hours ("Permitted Times"). The Island Walk Easement (subject to the terms of an approved Warrant for outdoor dining) will be for the non-exclusive use by general members of the public, subject to the Village's regulations for the Island Walk not inconsistent with this Agreement.

- ix. Except where, and only to the extent that, the plans and terms of an approved Warrant for outdoor seating provide otherwise, no outdoor dining furnishings shall be placed at any time within the Island Walk's Safety Zone (as set forth in Section 15.3.A.2.g.(2)(c)i. of the ULDC) from the eastern edge of the portion of the Shuckers restaurant seating that extends north of the sea wall to the eastern property line (where another restaurant is to be located all as depicted on Exhibit "D" hereto).
- x. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "E" and shall be lit at night. The Walking Path and major public access points around the Property shall be marked with any other standard Island Walk identification sign, to be reasonably specified by the Village.
- xi. In the event the Owner constructs a wall along the property line that is visible to any public pedestrian access to the Island Walk, the Owner shall improve the appearance of the wall to avoid a blank wall, either through (at Owner's choice) having the wall painted with a mural consistent with other public art approved by the Village or by erecting and maintaining a landscape treatment on the wall.
- xii. Owner shall remove the proposed Sabal and Coconut palms indicated in the Site Plan from areas of pedestrian traffic and replace these in the landscape plan with shade trees selected from the Island Walk Design Criteria's list.
- xiii. In connection with the Island Walk Easement area (the "Easement Area") including but not limited to its status as a publicly accessible space on the Property, the Village appoints Owner as its agent and Owner agrees to act for the Village concerning all aspects of constructing, maintaining, opening and allowing access to the Easement Area to the public for pedestrian and passive recreation activities ("Public Activities"). The Village shall have control over the actions of the Owner regarding the Easement Area, including but not limited as to the following: maintenance, hours of public access, rules for public use, security, lighting, color of the surface, dimensions of Easement Area, and Public Activities in the Easement Area which are necessary or desirable to prepare for and execute the activities contemplated by the Island Walk Easement. Owner shall, therefore, be deemed a state agency or subdivision pursuant to section 768.28(2), Fla. Stat. entitled to all rights, privileges, and/or immunities of a state agency or subdivision as defined in Section 768.28, Florida Statutes, including but not

limited to the protections of sovereign immunity. Notwithstanding anything to the contrary herein, any potential liability of the Owner, and its defense of any such claim and its associated costs (including but not limited to attorneys' fees, judgments, and court costs), shall be wholly independent of the Village, and nothing herein shall be construed as imposing an obligation on the Village to indemnify or defend the Owner in any action. The easement instrument to be executed between the Village and Owner shall contain language substantially in accordance with this paragraph. Owner shall have the right (without Village approval) of transferring title to the land subject to the easement to a wholly owned subsidiary of Owner before execution of the easement (and, in such case, the easement grantor shall be such wholly owned subsidiary). Nothing herein is intended nor shall it be construed to establish an employment relationship.

- xiv. The ability to place chairs and tables for outdoor dining within specified sections of the Island Walk Easement shall be conditional to the Owner securing approval for an administrative warrant pursuant to Sec. 15.1.H.4.a.(1).

d. *Infrastructure/Drainage*

- i. The Owner shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.
- ii. Prior to issuance of the Master Building Permit, the Owner shall obtain, and submit to the Village, all required plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit, if applicable.
- iii. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
- iv. Along with drainage calculations, prior to Master Building Permit approval, the Owner shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the engineer of record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
- v. As necessary to serve the Project, the Owner shall commit to install an onsite lift station onsite and related force main connections pending the Village's completion of improvements to bring the sewer system into compliance.
- vi. To the extent the Property's area allows under generally accepted

engineering standards, Owner shall install additional injection wells to meet stormwater retention calculations based on the updated NOA Atlas 14 data set.

e. *Traffic/Circulation/Parking*

- i. As a condition of issuance of the master building permit, the Owner shall submit verification from the Florida Department of Transportation (FDOT) that the proposed Project has been reviewed and approved for all access management consideration.
- ii. As a condition of issuance of the master building permit, the Owner shall update (as necessary), validate, and resubmit the Valet Queuing Calculations and Assumptions to the Village for review and approval.
- iii. Owner shall provide no less than the minimum number of valet runners required to accommodate demand during the hotel's PM peak hours (estimated as of the Effective Date to be six (6) attendants, subject to updating the number per condition No. 7.e.ii. above).
- iv. The following traffic operation mitigation improvements shall be completed prior to the issuance of a Certificate of Occupancy for any portion of the Project; provided however that such improvements shall be deleted or modified if FDOT does not approve or modifies such improvements.
 1. 79th St. Causeway (SR 934) & Hispanola Avenue
 - a. Reduce cycle length from 150 seconds to 120 seconds
 2. 79th St. Causeway & 1800 Block/Site Driveway 1
 - a. Reduce cycle length from 150 seconds to 120 seconds
 - b. Add eastbound left protected permitted phasing
 - c. Extend eastbound left storage bay to 125 feet
 3. 79th St. Causeway & E Treasure Drive
 - a. Reduce cycle length from 150 seconds to 120 seconds
 - b. Remove northbound and southbound split phasing
- v. The Owner shall continue to work with FDOT to identify necessary roadway improvements, with the Owner paying its fair share, to mitigate queueing impacts to through-travel lanes caused by the Project beyond provided storage bays along 79th St. Causeway and which involve turn lanes addressed in the Owner's traffic report previously submitted to the Village.
- vi. The Owner shall provide a signing and pavement marking plan including callouts labels for the traffic control devices.
- vii. The Owner shall provide an auto-turn exhibit for emergency vehicles,

deliveries, and solid waste pick-up trucks to ensure proper site circulation and adequate maneuverability.

- viii. Plans provided for building permit shall include a maneuverability analysis for service vehicles entering and leaving the Property.
- ix. Owner shall consider providing a back-out area for the two parking stalls at the northwest corner of the parking drive aisles for all parking levels.
- x. Owner shall ensure that delivery and garbage truck operating times do not overlap with the project peak hour traffic.
- xi. The design of the parking structure shall follow standards of Section 9.3 of the ULDC.
- xii. Vehicular traffic in the view corridor as shown on Exhibit "F" shall be limited to using no more than fifty percent (50%) of the area of the corridor. Parking shall be precluded and standing vehicles shall not exceed twenty (20) minutes. Turning movements associated with access to loading docks are allowed.

f. *Public Facilities*

- i. Complete Streets – 79th Street Causeway. Prior to issuance of the CO, Owner shall improve the portion of 79th Street Causeway adjacent to the Property (the "Road Improvements") in accordance with the Village Complete Streets design guidelines that are under development and will be promulgated by the Village. Sidewalks shall adhere to the adopted Village color of "Lambert Mesa Buff."
- ii. Park Improvements. Within one year of the Effective Date of this Agreement, Owner shall pay to the Village the sum of \$974,000 as a contribution toward Public Facilities and operations to be applied in the sole discretion of the Village.

g. *Other*

- i. Details regarding rooftop equipment shall be provided in building permit plans. Any rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or exceed the maximum height by ten feet prescribed in Section 15.2.C.4. of the ULDC.
- ii. Adjacent, accessible publicly oriented private development, such as cafes or shops, shall identify the use in the Island Walk transition zone with signage in compliance with Shopfront standards in Section 15.5.E and Signage standards in Section 15.2.F. of the ULDC.
- iii. All signage shall comply with the restrictions of Section 15.6.E.
- iv. Branding. Where Owner includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in

print, or otherwise), the materials shall reference the Village as the location of the Project. The reference may be creative, such as but not limited to “North Bay Village,” and/or “NBV,” and/or “The Heart of the Bay” and/or “North Bay” and/or “Treasure Island”.

v. Local Hiring.

1. Construction. The Owner shall contain language in its agreements with Project contractors and subcontractors that such contractors and subcontractors should use commercially reasonable efforts to promote employment opportunities for local residents and try to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.
2. Operations. The Owner shall contain language in its leases with Project commercial tenants that such tenants shall use commercially reasonable efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.

vi.

vii. Prior to the issuance of a building permit, the Owner shall submit to the Planning and Zoning Official a temporary construction plan that includes a temporary construction parking plan, with an enforcement policy; a construction noise management plan with an enforcement policy; and a maintenance plan for the temporary construction site; these plans shall be subject to approval by the Village Manager and shall be enforced during construction activity. All construction activity shall remain in full compliance with the provisions of the submitted construction plan. A failure to comply with the construction plan may lead to suspension of the building permit(s).

h. *Prior to issuance of a Certificate of Occupancy*

- i. The Owner shall submit documentation demonstrating compliance with the Workforce Housing Provisions of the Village Code and Section 9 of this Agreement. Such documentation will become the basis for a Workforce Housing Density Bonus Agreement, which the Owner will enter into with the Village, and which shall set forth the commitments and obligations of the Owner to ensure compliance with the applicable regulations.
- ii. The Owner shall execute all documents deemed reasonably necessary by the Village regarding the provision of workforce housing units in a form to be reasonably established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for the sale or lease of workforce housing units.

- iii. Before the sale or lease of any workforce unit, the Owner shall record the required Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village.
- iv. Owner shall pay all amounts of any kind when due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

Except as otherwise provided in this Agreement, material non-compliance with any of the foregoing shall be cause for the Village's termination of this Agreement pursuant to Section 16.

- 8. Temporary Water and Sewer Moratorium; Wastewater Connection. The Village will use best efforts to support completion of all necessary improvements to the North Bay Village Hispanola Pump Station (No. 23-0003) in order to lift the Temporary Moratorium put in place by the Miami-Dade County Department of Environmental Resources Management, or support Owner's efforts to locate an alternative connection and obtain the required approvals from Miami-Dade County.
- 9. Workforce Housing.
 - a. Owner shall enter into and record in the public records a Workforce Housing agreement implementing the terms of the ULDC and this Agreement.
 - b. The Owner, at its sole discretion, shall be permitted to sell the Project's Workforce Housing Units to qualified households pursuant to the regulations included in the Miami-Dade County Code of Ordinances and Miami-Dade County Implementing Order 3-60. Should Owner elect to sell the workforce housing units, Owner and Village shall negotiate a maintenance fee and home owner association fee mechanism for workforce housing unit owners to be further negotiated and defined within the required Workforce Housing Agreement.
 - c. Should the Village Commission enact legislation allowing for alternative workforce housing programs after the Commission Approval Date of this Agreement, Owner shall have the option to participate in such programs to satisfy its Workforce Housing requirement.
- 10. Seawall. The Owner shall obtain appropriate permits for its Project seawall in accordance with all applicable legal requirements prior to the issuance of the master building permit for the Project.
 - a. *Grant.* The Village has been awarded certain grants to be used for design, permitting and construction of seawalls throughout its jurisdiction. As of the Effective Date, the majority of such grant funding has been offered for allocation to the development commonly known as the "Sunbeam" project in North Bay Village. Should the Sunbeam project elect not to use such funding, then a portion of such funding shall be allocated to the Project. If grant funding is allocated to

the Project, Owner and Village agree to enter into a standard agreement regarding the disbursement of the funds and:

- i. *Restrictions.* applicable restrictions on use of the funds, including but not limited to requiring that the Owner contract with Village's preferred seawall contractor and design firm, and front all costs associated with the design and permitting process pending the Village's receipt of reimbursement funds. Upon receipt of reimbursement funds, Village shall provide them to the Owner within 14 days.
- ii. *Administrative expenses.* If the Project receives seawall grant funding, Owner shall reimburse the Village for reasonable administrative expenses incurred in implementing the grant funding process for the Project, including without limitation grant-writing, grant administration and oversight, and legal fees.
- iii. *Ladder.* The seawall shall include a ladder to enable persons to climb from the water in the event of a pedestrian falling into the bay.

11. Timing. Notwithstanding anything in this Agreement to the contrary, the Owner shall:

- a. Submit a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement; and
- b. Obtain the full Master Building Permit within three (3) years of the Effective Date of this Agreement, unless the sewer moratorium (the "Moratorium") the Village is currently subject to has not been lifted by that date, in which case the Project shall receive a Master Building Permit within thirty (30) days of the lifting of the Moratorium.

The time periods included in this section are subject to a one-time one year extension at the sole discretion of the Village Commission after finding that the Owner has been pursuing the Building Permit in good faith.

12. Local Development Permits.

- a. To the extent required by Law, the Owner may need to apply to the Village for certain additional development permits in order for the Owner to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits may include, but are not limited to:
 - i. Subdivision plat and/or waiver of plat approvals, if applicable;
 - ii. Water, sewer, paving and drainage, and other infrastructure permits;
 - iii. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;
 - iv. Building permits;
 - v. Certificates of occupancy; and

vi. Any other official action of the Village and/or Miami-Dade County, Florida, having the effect of permitting the development of the Property.

b. Owner may apply for and obtain certain administrative approvals regarding the Project such as waivers, warrants, or any other administrative approvals allowed by law. To the extent any such approvals meet the criteria for administrative approval, including, but not limited to, (i) a waiver for an increase to the floorplate, and/or (ii) a reduction of any surplus parking thereby reducing the total number of parking spaces provided by the Project (provided that the minimum parking requirements under the ULDC shall be met), their approval shall amend the Site Plan without need for public hearing, Commission action, or amendment to this Agreement. Similarly, if the ULDC's are amended specifically to permit additional habitable liner and parking floors within the allowable height of the pedestal or to allow greater height for rooftop mechanical height encroachments, the Owner may amend its Site Plan to increase the habitable liners and parking levels and/or increase the height of its rooftop encroachments, and such amendments may be effectuated administratively without need for public hearing, Commission action, or amendment to this Agreement.

13. Necessity of Complying with Local Regulations Relative to Development Permits. The Owner and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Owner to develop the Property in a manner that is materially inconsistent with the Project Approval. Owner agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the Property consistent with the Project Approval. Owner acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Owner's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by Owner, in such instance.

14. Impact Fees. Prior to issuance of the master building permit, Owner shall pay any sums then due to Village under applicable law for impact fees as a payment in lieu of impact fees. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Owner waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be

unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Owner shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this paragraph. Under no circumstances shall the Owner be entitled to a refund of the payment in lieu of impact fees and Owner waives any potential refund of any payments in lieu of impact fees under this paragraph. It is agreed and understood by the parties that no impact fees other than those listed in Exhibit "G" hereto will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Commission Approval Date shall be applied to the development of the Project. The Village and Owner shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by the Owner for which impact fee credits can be awarded.

15. **Reservation of Development Rights.** For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing Laws that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect after the Commission Approval Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 14 of this Agreement. The expiration of this Agreement, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Owner or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations or as subsequently amended, provided the Master Building Permit has been timely obtained prior to the expiration of the Project Approval pursuant to Section 7.a. of this Agreement and is maintained in active status until certificates of use and occupancy are issued by the Village. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Owner to timely obtain a Master Building Permit, pursuant to Sections 7.a., 4.d, and/or 11 of this Agreement, shall result in the automatic revocation of the Project Approval and automatic termination of this Agreement, together with the forfeiture of all payments made to the Village paid in furtherance of the Project Approval.

16. **Enforcement.**

- a. **Enforcement.** Enforcement of this Agreement may be by action in law or equity, including but not limited to specific performance, against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. This enforcement provision shall be in addition to any other remedies available

at law, in equity, or both.

- b. Village's Remedy. In addition to all other available enforcement mechanisms available in law or equity, in each event of Owner's material noncompliance with any of the terms set forth herein or in the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Owner shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Owner's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement. Notwithstanding the foregoing, the Village shall not have the right to revoke the Project Approval or terminate this Agreement in the event of material noncompliance by Owner of any of the following Sections of this Agreement: 7(e)(i)-(v) and 7(g)(vii).
 - c. Owner's Remedies. In the event of the Village's material noncompliance with any of the terms herein or contained in the Project Approval, the Owner shall have the right to pursue all remedies available at law and/or equity, including but not limited to specific performance.
 - d. Additional Provisions. In the event of any litigation, the losing party shall pay the prevailing party's attorney's fees and costs at all trial and appellate and other levels. **EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY OR JURY ADVISORY COMMITTEE WITH RESPECT TO ANY ACTION ARISING HEREUNDER.**
 - e. Owner's Without Cause Termination Right. Notwithstanding anything to the contrary in this Agreement or otherwise, Owner shall have the right to terminate this Agreement without cause at any time by providing the Village with seven (7) days advance written notice ("Termination Notice"). Upon provision of the Termination Notice by Owner and expiration of the 7 day period referenced in the preceding sentence, (i) the Agreement and the Project Approval shall terminate and be null and void; and (ii) neither party shall have any further rights or obligations under the Agreement or the Project Approval, provided that any payments made by Owner to Village under this Agreement before the date of the Termination Notice are non-refundable.
17. Binding Effect. The obligations imposed pursuant to this Agreement upon the Owner and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Owner, upon execution of this Agreement.

18. Governing Laws.

- a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owner and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.
- b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2022) (the “Act”), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Owner or Village.

19. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134

If to Owner at: Eric Aintabi CPA, CA
Groupe Jesta
755 rue Berri, Suite 200
Montreal, QC, Canada H2Y 3E5

With copies to: Vivianne Lapointe
Vice President, Legal Affairs
Groupe Jesta
755 rue Berri, Suite 200
Montreal, QC, Canada H2Y 3E5

Alexander I. Tachmes, Esq.
Shutts & Bowen LLP

200 South Biscayne Blvd., Suite 4100
Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Either party may change its notice address by providing written notice to the other party of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

20. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
21. Entire Agreement. This Agreement and the Project Approval, together with the documents referenced herein and therein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.
22. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Owner (and/or its assigns, which may include, but not be limited to master property Owner' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.
23. Conflicts. In the event of any conflict between this Agreement and the Approval Resolution, this Agreement shall govern.
24. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
25. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement or the Project Approval.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

In the presence of:

**VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation**

Witness #1 Print Name: _____

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this ____ day of _____, 2023.

Witness #2 Print Name: _____

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as _____ of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Notary Public (Print, Stamp, or Type as Commissioned)

OWNER:

**NORTH BAY VILLAGE HOLDINGS,
LLC,**
a Delaware limited liability company

In the presence of:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Dated this ____ day of _____, 2023.

Witness #2 Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) **SS.**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as _____ of North Bay Village Holdings, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Notary Public (Print, Stamp, or Type as Commissioned)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1819 & 1855 79th Street (Kennedy) Causeway, North Bay Village, Florida

Folio Number(s): 23-3209-000-0120

Legal Description:

The Easterly 310 feet of the Westerly 2110 feet of the following described tract of land, as measured along a line running at right angles to the Westerly line of said tract:

Commencing at the one half mile post on the West line of Section 9, Township 53 South, Range 42 East as shown on the map of Right of Way of proposed N.E. 79th Street Causeway, which same is recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County Florida run North 88 degrees 41 minutes 24 seconds East 1960.00 feet, then North 1 degree 37 minutes 08 seconds West 50.00 feet to the Point or place of beginning of the hereinafter described tract of land: thence continue North 1 degree 37 minutes 08 seconds West 129.730 feet to the point of curve of a curve to the right; thence to the right along said curve having an interior angle of 90' degrees 18 minutes 32 seconds and a radius of 50.00 feet for an arc distance of 78.809 feet to a point of tangency; thence North 88 degrees 41 minutes 24 seconds East 2169.97 feet to the point of curvature of a curve to the right; thence to the right along said curve, having an interior angle of 44 degrees 32 minutes 45 seconds and a radius of 600.00 feet for an arc distance of 466.483 feet to a point of tangency, thence South 46 degrees 45 minutes 51 seconds East 102.180 feet to the point of intersection with the northerly line of the existing right-of-way of said N.E. 79th Street Causeway; thence in a Southwesterly, Northwesterly and Westerly direction along the Northerly line of said existing right of way to the Point of Beginning. Lying and being in Miami-Dade County, Florida.

EXHIBIT "B"
APPROVAL RESOLUTION

EXHIBIT “C”

SDRC RESOLUTION NO. 22-SDRC-009

EXHIBIT "D"

DEPICTION OF OUTDOOR DINING FURNISHINGS LOCATIONS

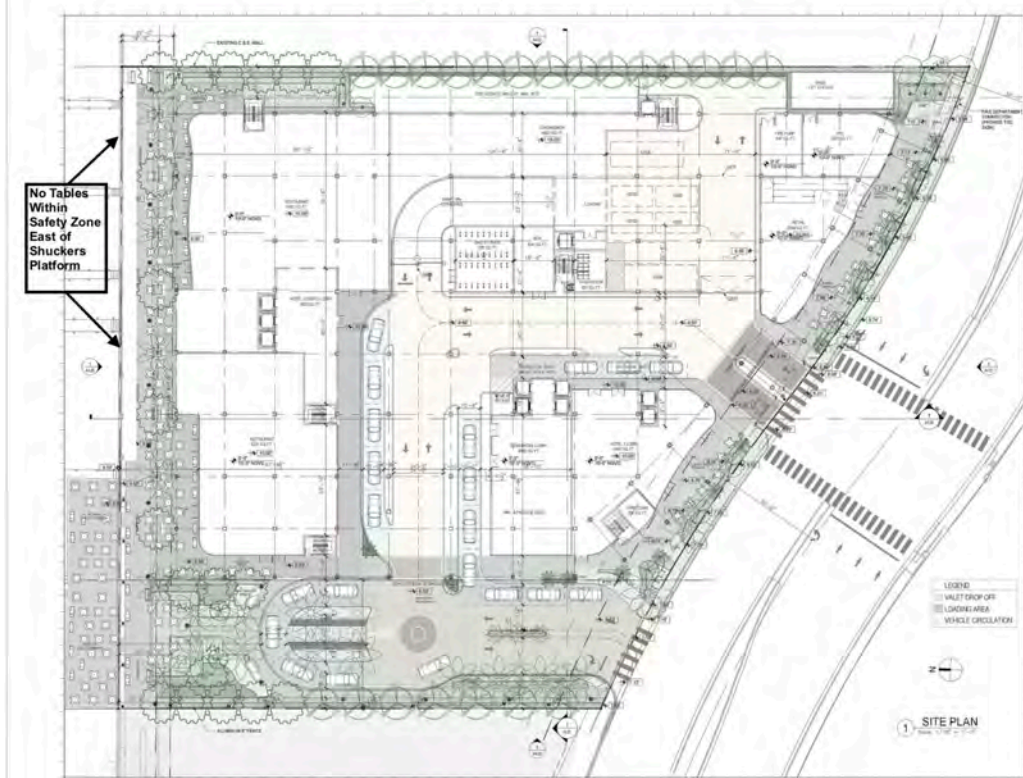


EXHIBIT “E”

ILLUMINATED SIGNAGE FOR PUBLIC ACCESSWAYS TO THE ISLAND WALK



EXHIBIT "F"
VIEW CORRIDOR

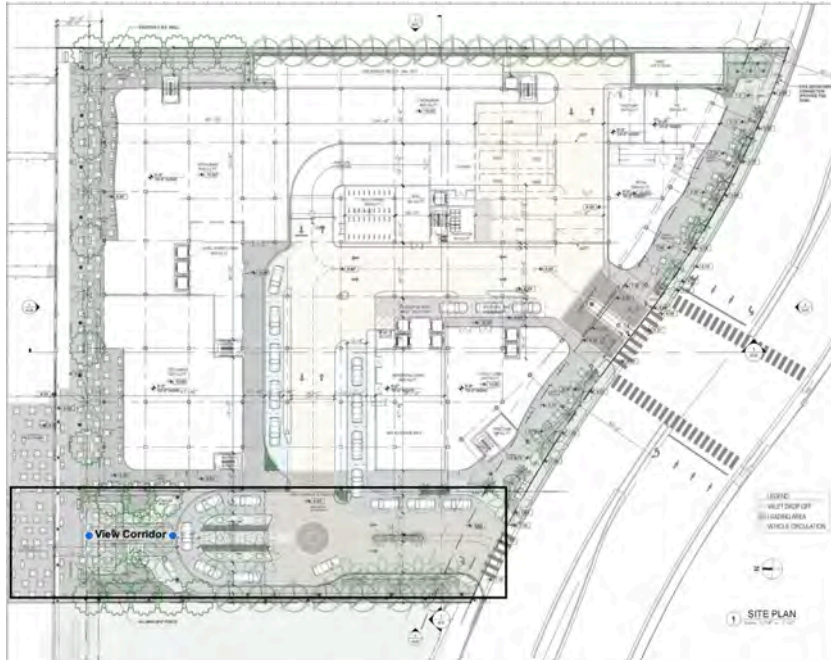


EXHIBIT “G”

IMPACT FEES*

Function	Per ERC⁽¹⁾ Fee (2022)
Police - MF (2022)	\$ 742.89
Police - Retail (2022)	\$ 1,205.25
Police - Office (2022)	\$ 483.14
Park Open Space Fee	\$ 851.00
Park Improvement Fee	\$ 1,041.00
Existing Wastewater Line Improvement * (2022)	\$ 898.23
Wastewater Line Replacement *(2022)	\$ 1,347.35
Water Impact Fee (by Meter Size) **	

Based on North Bay Village Impact Fee
Tables 2012-2036 (copy attached)

(1) Equivalent residential connection

* Apts equal 2 ERC's

*Restaurants 1/ERC/7 seats (220 seats
estimated)

*Office 1/ERC/3,500 sf (1 ERC min)

** Number and size of meters must be
provided by architect/engineer of record.
Impact fees shall be as set forth in Section
51.11(D) of the Village Code and shall be
calculated in accordance with the number
and size of meters, once provided by Owner.

NOTE: An administrative fee of 7.5% is charged together with these fees.

* - Notwithstanding anything to the contrary contained in the Agreement, to the extent any impact fees are calculated on the basis of unit count, square footage, or other measures of intensity, it is understood that such fees will decrease if the intensity of the Project decreases.

Attachment C (with out Plan Attachments)



APPLICATION FORM FOR WARRANT APPROVAL

This application form is to be used to petition for a Warrant from the North Bay Village Form-Based Code (Chapter 15 of the Unified Land Development Code) pursuant [Section 15.1.H.4.a.\(1\)](#). A warrant is a permit for a minor deviation from the uses allowed by the Form-Based Code, which is granted administratively by the Village Manager or a designee upon review and recommendation by the Planning and Zoning Official. **This application may only be applied for by the owner of the property or their legal representative.**

A major deviation from the use provisions of the Form-Based Code requires a Use Exception granted in public hearings to be conducted by the Planning and Zoning Board and the Village Commission. See [Section 8.11](#), Use Exceptions, for criteria and requirements. Use Exception Application Forms may be downloaded from the [Village website](#) or requested by emailing the Planning and Zoning Official.

An application for Warrant related to a Site Plan Approval must be submitted prior to or concurrently with the Site Plan Approval application for the project for which the waiver is being requested.

Submit your application, with all the required information to the Village Planning and Zoning Official, via svargas@cgasolutions.com. This application, including all supplemental forms and data, must be completed in accordance with the attached instructions and submitted with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check, credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone or make a wire transfer.

The applicant for a waiver shall notify all abutting property owners of the waiver request, including those across a street or alley, by certified mail. In the case of abutting condominiums, only one (1) notice to the condominium association need be sent. The applicant shall submit the certified receipts from all notices as part of the application package.



APPLICATION FORM FOR WARRANT APPROVAL

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: North Bay Village Holdings, LLC c/o Alexander I. Tachmes, Esq.
2. Contact Phone: 305-347-7341 Email Address: ATachmes@shutts.com
3. Mailing Address: Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100, Miami, Florida 33131
4. Applicant Name: Same as above.
(If different from Owner)
5. Contact Phone: Same as above. Email Address: Same as above.
6. Mailing Address Same as above.
7. Address of Property Covered by the Application: 1819 & 1855 79th Street Causeway
North Bay Village, Florida 33141
8. Legal Description of Property Covered by the Application (add pages if needed):
See attached Exhibit "A".
9. Folio Number(s): 23-3209-000-0120
10. Future Land Use and Zoning Designations: Commercial / T6-30
11. Current land use of the Property: Mixed Use
12. Intended use of the Property (as requested): See attached letter of intent.
13. Reasons for the Request (add pages if necessary): See attached letter of intent.



CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- Complete Warrant Application, including all required forms and affidavits, signed by property owner or owner's representative.
- Letter of Authorization from property owner, if different from Applicant.
- Letter of intent, signed by the Applicant, explaining the nature of the request, justification for the proposed Warrant, evidence that, as appropriate to the nature of the Warrant involved and the particular circumstances of the case, the request complies with Section 15.1.H.4.a.(1) and the intent of the Transect expressed in Section 15.1, the guiding principles of NBV100, and the manner in which the proposed Use will operate given its specific location and proximity to less intense Uses. The review shall also apply Section 15.7.l. - Design Review Criteria, as applicable.

Insufficient justification may result in denial of the application.

- Property Survey.
- Map or aerial photo showing adjacent properties, surrounding streets (labeled) and a north arrow.
- Photos of buildings and structures on the property concerned.
- Accurately dimensioned plans showing the location and spacing distance of all proposed construction in relation to property lines and existing structure(s), the general location and use of existing structures on property adjacent to the subject property.
- Certified receipts from all notices mailed to abutting property owners, including those across a street or alley from the subject property.
- Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

Applications are deemed incomplete until all mandatory submittals have been received by the Planning and Zoning Official.

All requests for warrant approval shall be reviewed by the Village Planning & Zoning Official and approved or denied by the Village Manager, pursuant to Section 15.1.H.4.a.(1) v. of the Form-Based Code (Chapter 15 of the ULDC).



APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application by the Village Planning & Zoning Official and Village Manager, no rights shall vest on behalf of the applicant which would be enforceable against the Village until after the Village Manager has approved the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for waiver approval pursuant to Section 15.1.H.4.b.(1) v. of the Form-Based Code (Chapter 15 of the ULDC). Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board, the Village Commission and Village Manager revoked.

Authorized Signature 

Print Name David J. Coviello, Esq., Attorney for North Bay Village Holdings, LLC

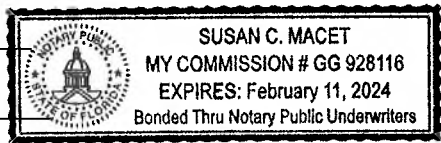
(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signee's position in the corporation and embossed with the corporate seal.)

STATE Florida
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 6 day of October, 2022,
by David J. Coviello, who is personally known to me or who has produced
_____ as identification.

Notary Public Signature 

Commission Number/Expiration _____





COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent commit to the payment of all applicable cost recovery fees involved as part of my application process. Cost recovery includes, but is not limited to, staff time, attorney fees, planning consultant fees and any other professional service costs incurred by North Bay Village in the review and processing of a development application, regardless of the outcome of the review and/or public hearing process. I further understand and acknowledge that failure to remit payment for incurred costs pursuant to Subsections 5.12.B. and C. (attached) of the North Bay Village Unified Land Development Code (ULDC) constitutes a violation of the Code and the Village may levy penalties to secure compliance, as outlined in Subsection 5.12.C of the ULDC.

Please type or print the following:

Date: 10/6/2022

Relationship to the project: (e.g., property owner, architect, developer, attorney)

Attorney for Property Owner

Full Name: David J. Coviello

Current Address: 200 South Biscayne Blvd., Ste. 4100

City: Miami State: FL Zip: 33131

Telephone: (305) 415-9437 Email: DCoviello@shutts.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

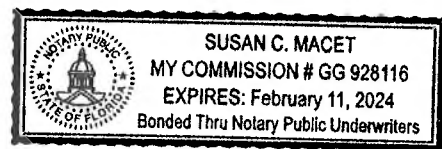


Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 6 DAY OF October, 2022
Subject

Notary Public, State of Florida at Large

My Commission expires February 11, 2024.





Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.
2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.
2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.
3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.
4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.
5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.



Office Use Only:

Date Submitted: _____

Total Paid: \$_____

Date Paid: _____

Filing Fee: \$_____

Cash or Check # _____

Cost Recovery Dep: \$_____

Exhibit "A"

The Easterly 310 feet of the Westerly 2110 feet of the following described tract of land, as measured along a line running at right angles to the Westerly line of said tract:

Commencing at the one half mile post on the West line of Section 9, Township 53 South, Range 42 East as shown on the map of Right of Way of proposed N.E. 79th Street Causeway, which same is recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County Florida run North 88 degrees 41 minutes 24 seconds East 1960.00 feet, then North 1 degree 37 minutes 08 seconds West 50.00 feet to the Point or place of beginning of the hereinafter described tract of land: thence continue North 1 degree 37 minutes 08 seconds West 129.730 feet to the point of curve of a curve to the right; thence to the right along said curve having an interior angle of 90° degrees 18 minutes 32 seconds and a radius of 50.00 feet for an arc distance of 78.809 feet to a point of tangency; thence North 88 degrees 41 minutes 24 seconds East 2169.97 feet to the point of curvature of a curve to the right; thence to the right along said curve, having an interior angle of 44 degrees 32 minutes 45 seconds and a radius of 600.00 feet for an arc distance of 466.483 feet to a point of tangency, thence South 46 degrees 45 minutes 51 seconds East 102.180 feet to the point of intersection with the northerly line of the existing right-of-way of said N.E. 79th Street Causeway; thence in a Southwesterly, Northwesterly and Westerly direction along the Northerly line of said existing right of way to the Point of Beginning. Lying and being in Miami-Dade County, Florida.



ALEXANDER I. TACHMES, ESQ.
PARTNER
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, Florida 33131
DIRECT (305) 347-7341
FAX (305) 347-7754
EMAIL ATachmes@shutts.com

October 6, 2022

Silvia E. Vargas, FAICP, LEED AP, Village Planner
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

RE: Application for Warrant to Allow the Placement of Dining Tables and Chairs inside Island Walk Easement -- 1819 & 1855 79th Street Causeway, North Bay Village, Florida 33141 (currently the Best Western Hotel and Shuckers Waterfront Bar & Grill)

Dear Ms. Vargas:

We represent North Bay Village Holdings, LLC (“**NBV Holdings**”), which is an affiliate of the Jesta Group (“**Jesta**”), a large family real estate office headquartered in Montreal. NBV Holdings is the owner of the Best Western Hotel and iconic Shuckers Waterfront Bar & Grill located at 1819 & 1855 79th Street Causeway in North Bay Village (collectively, the “**Property**”). Today, we are submitting our Application for Site Plan Approval for a residential, hotel and mixed-use project on the Property (the “**Project**”). (A copy of our site plan letter of intent is attached hereto to provide background on the Project and our overall submission.) In connection with our site plan application, we are hereby concurrently filing this application for a warrant to allow the placement of dining tables and chairs inside the Island Walk Easement (but preserving a minimum five (5) foot unobstructed path).

The Property is located in the T6-30 transect zone and the Kennedy Boulevard District (“**KBD**”). In the KBD transect, “[e]very waterfront property shall provide an 18-foot wide Island Walk easement within the 25-foot waterfront setback.” Section 15.3.A.2.g.(2)(b)i. of the Zoning Code of North Bay Village. However, Section 15.3.A.2.e.(2)(c)(ii) allows a property owner to apply for a warrant to place dining tables and chairs inside the Island Walk Easement as long as a five (5) unobstructed path is maintained. See below (underlining added).

- (c) *Outdoor commercial uses. Outdoor dining areas on sidewalk easements and the Island Walk easement are encouraged and allowed by warrant, subject to the following standards:*
- (i) *Outdoor dining areas may be separated from public walkways and streets using railings, wrought-iron fences, planters, and landscaping; and*

(ii) A minimum unobstructed pedestrian path of at least five feet wide shall be provided.

The creation of an Island Walk is a requirement of every waterfront property in the subject transect zone. The Village's location directly on Biscayne Bay is one of the most important attributes of the Village and certainly its most significant natural asset. Accordingly, it is a goal of the Village to attract persons to this beautiful bayfront area and activate the waterfront with uses to assist in that effort.

Although the inclusion of the Island Walk requirement is a relatively new addition to the Code, our client's legendary Shuckers restaurant has attracted the public to the waterfront for decades. Shuckers is definitely one of the most popular and well-liked waterfront restaurants in South Florida. Therefore, a new and improved Shuckers is included as part of our new development.

In accordance with its operating format for many years, Shuckers has tables and chairs on a dock over the water as allowed by its submerged land lease with the State of Florida. Additional tables and chairs are located outside just upland of the seawall as well as inside the restaurant space. Not surprisingly, given the beautiful waterfront setting, the nice weather and the waterfront breezes, the great majority of all of our patrons prefer to sit outside. Therefore, we are applying for this warrant to place tables and chairs inside the Island Walk easement so that the public can continue enjoying this waterfront amenity. An unobstructed five (5) foot path will be present at all times.

The warrant request is consistent with the intent of the KBD and the T6-30 transect zone, along with the guiding principles of the Code. As indicated in the cited code section above, outdoor dining areas are "encouraged" in the Island Walk easement. The Code explicitly provides that, in the Island Walk, "[r]estaurants with outdoor dining, retail, kiosks for food and retail sales are all allowed and encouraged."

The development of this Project will further the Code's guiding principles of livability (embrace the waterfront), prosperity (capitalize on existing resources) and resiliency (taller seawalls to be built to prepare for sea level rise and severe weather events). Moreover, the layout of the Project ensures that less intense uses on the Property will not be adversely affected by the outdoor tables allowed by the warrant. Because there are no apartments below the seventh (7th) floor, there is an ample buffer between the residential uses and the dining atmosphere on the waterfront ground floor.

Finally, the warrant complies with the Code's Design Review Criteria Table, including the following criterion: "Respond to the physical context taking into consideration natural features, existing urban form, and transect zone intentions."

Silvia E. Vargas, FAICP, LEED AP, Village Planner

October 6, 2022

Page 3

For all of the foregoing reasons, we respectfully request that our warrant application be granted.

Sincerely,

Shutts & Bowen LLP

A handwritten signature in blue ink, appearing to read "Alexander I. Tachmes".

Alexander I. Tachmes, Esq.

AIT/sm

cc: Mr. Ralph Rosado, Ph.D., AICP, Village Manager



Rev.	Date	Rev.	Date

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PLANNING AND ZONING

First Submission

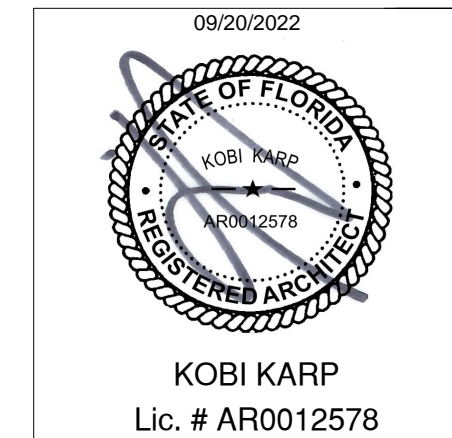
1819-1855 79th St. CAUSEWAY
NORTH BAY VILLAGE, FL, 33141

Owner:
North Bay Village Holdings, LLC
1819-1855 79th St. Causeway
North Bay Village, FL, 33141
305.619.0875
jduke@esta.com

Landscape Architect
Architectural Alliance Landscape
612 SW 4th Ave
Fort Lauderdale, FL 33315
954.764.8858
hjohnson@archall.net

Civil Engineer:
Ross Engineering, Inc
3325 South University Drive, Suite 111
Davie, Florida 33328
954.318.0624
mross@rossengineers.com

Architect :
Kobi Karp Architecture and Interior Design, Inc.
571 NW 28TH ST.
Miami, Florida 33127 USA
Tel: +1(305) 573 1818
Fax: +1(305) 573 3766



COVER SHEET

1819-1855 79th St. Causeway,
North Bay Village, FL 33141

Date	09/21/2022	Sheet No.	A0.00
Scale			
Project	2259		

ARCHITECTURE PLANS	
SHEET	TITLE
A0.00	COVER SHEET SURVEY
A0.01	DRAWING INDEX
A0.02	PROJECT DATA
A0.03	LOCATION MAP
A0.04	AERIAL VIEWS
A0.05	EXISTING CONDITIONS
A1.00	UNIT MATRIX
A1.01	FLR DIAGRAMS
A1.02	ZONING DIAGRAMS
A1.03	PRINCIPAL FRONTAGE + DOOR LOCATIONS
A1.04	WAIVER EXHIBITS
A2.00	SITE PLAN
A3.01	PROPOSED FLOOR PLAN - LEVEL 1 (GROUND FLOOR)
A3.02	PROPOSED FLOOR PLAN - LEVEL 2
A3.03	PROPOSED FLOOR PLAN - LEVEL 3
A3.04	PROPOSED FLOOR PLAN - LEVEL 4
A3.05	PROPOSED FLOOR PLAN - LEVEL 5
A3.06	PROPOSED FLOOR PLAN - LEVEL 6
A3.07	PROPOSED FLOOR PLAN - LEVEL 7-29
A3.30	PROPOSED FLOOR PLAN - LEVEL 30
A3.31	PROPOSED FLOOR PLAN - ROOF DECK
A4.00	PROPOSED ELEVATION NORTH
A4.01	PROPOSED ELEVATION SOUTH
A4.02	PROPOSED ELEVATION EAST
A4.03	PROPOSED ELEVATION WEST
A4.50	RENDERED ELEVATION NORTH
A4.51	RENDERED ELEVATION SOUTH
A4.52	RENDERED ELEVATION EAST
A4.53	RENDERED ELEVATION WEST
A5.00	BUILDING SECTION A
A5.01	BUILDING SECTION B
A5.02	FRONT SITE SECTIONS
A5.03	WATERFRONT SECTIONS
A6.00	RENDERING
A6.01	RENDERING
A6.02	RENDERING
A6.03	RENDERING
A6.04	RENDERING
A6.05	RENDERING
A6.06	RENDERING

LANDSCAPE PLANS	
SHEET	TITLE
L-200	LANDSCAPE COVER SHEET + INDEX
L-201	GROUND LEVEL PLANTING PLAN
L-202	GROUND LEVEL PLANTING PLAN
L-203	GROUND LEVEL PLANTING PLAN
L-204	GROUND LEVEL PLANTING PLAN
L-205	AMENITY LEVEL PLANTING PLAN
L-206	AMENITY LEVEL PLANTING PLAN
L-207	AMENITY LEVEL PLANTING PLAN
L-208	AMENITY LEVEL PLANTING PLAN
L-209	AMENITY LEVEL PLANTING PLAN
L-210	LANDSCAPE NOTES + DETAILS
L-220	TREE DISPOSITION PLAN

Rev.	Date	Rev.	Date

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PLANNING AND ZONING

First Submission

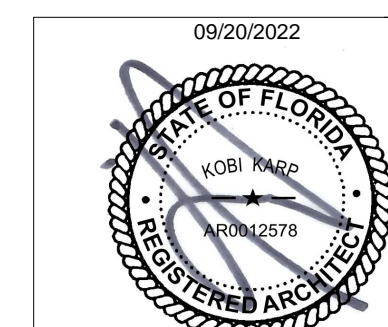
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KOBİ KARP
Lic. # AR0012578



DRAWING INDEX

Date	09/21/2022	Sheet No.	A0.01
Scale			
Project	2259		

ZONING REQUIREMENTS

1. Building disposition.

	Required / Allowable	Provided
i Lot Occupation		
a Lot Area	10,000 SF Min	100,592 SF
b Lot Width	100 FT Min	310 FT
c Lot Coverage	75.00%	69.93% 70,348 SF
d Floor Lot Ratio	N/A	
e Frontage at Front Setback	70 % (172 ft)	197 ft
f Open Space	10.00%	18.62% 18,733 SF
h Density with bonus (2)	150 DU/ Acre (345 DU)	150 DU/ Acre (345 DU)
ii Building Setback		
a Primary Front - Kennedy Cswy.	20 FT	20 FT (Arcade)
b Primary Front - Waterfront	25 FT	25 FT
c Side West (View Corridor)	20% of lot width min.	62 FT
d Side East	0 ft. min. - 15 ft. max.	15 FT
e Stepback	10 Ft min. above the 5th story	16 FT Min

2. Building configuration.

Frontage (Kennedy Causeway).		
h Arcade	Allowed (Replaces Gallery)	Provided
ij Building height.		
a Min. Building Height	2 stories	30 stories
b Max. Pedestal Height	5 stories or 100 feet	5 stories 80 FT
c Max. Building Height	30 stories or 340 feet	30 stories 340 FT

* Height Waiver for Additional Height for Mechanical Screens

1 ZONING DATA
Scale: NTS

PARKING REQUIREMENTS

	QUANTITY	RATIO	REQUIRED
RESIDENTIAL			
Units	345	1 PS/DU	345.0
Visitors		10%	34.5
		Residential PS Required	379.5
COMMERCIAL			
RESTAURANTS	9,022	3/1000 SF of dining area (60 % of tot area)	27.1
RETAIL	2,594	3/1000 SF	7.8
HOTEL / COMMERCIAL SHARING FACTOR		Commercial PS required	34.8
		1.3	26.8
		total comm.	
HOTEL			
Units	256	1 PS / 2 HU	128.0
Visitors		1 PS / 15 HU	17.1
		Hotel PS required	145.1
		Total Hotel	131.9
RESIDENTIAL / HOTEL SHARING FACTOR		1.1	
Total Parking Required			538
Total Parking Provided			557

LOADING BERTHS			
	Berth Size	Loading Berths	
a. Residential			
	420 sf	1 per first 100 units	1
	240 sf	1 per each additional 100 units or fraction of 100	3
b. Lodging			
	420 sf	1 per first 300 rooms	1
c. Commercial			
	420 sf	25K sf—50K sf	0
			240 sf 420 sf
Loading Berths Required			3 2
Loading Berths Provided			4 2

FLOOD ZONE INFORMATION

- SUBJECT PROPERTY IS LOCATED WITHIN FLOOD ZONE "AE" (ELEV 9) AND "AE" (EL 8). AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 12086C0307L, DATED SEPTEMBER 11, 2009.
- ELEVATIONS REFER TO NATIONAL VERTICAL DATUM OF 1929 (N.G.V.D. 1929) AND ARE EXPRESSED IN FEET.

PROPERTY INFORMATION

- OWNER INFORMATION:**
NORTH BAY VILLAGE HOLDINGS, LLC
- ADDRESS INFORMATION:**
1819 & 1855 79 STREET CAUSEWAY
NORTH BAY VILLAGE, FL 33141
FOLIO NUMBER: 23-3209-000-0120
- PROPERTY ZONING INFORMATION**
KENNEDY BOULEVARD DISTRICT (T6-30)
- PROPERTY UTILITIES:**
MIAMI-DADE WATER & SEWER DEPARTMENT.
- PROPERTY FLOOD INFORMATION:**
SUBJECT PROPERTY IS LOCATED WITHIN FLOOD ZONE "AE" (ELEV 9) AND "AE" (EL 8). AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 12086C0307L, DATED SEPTEMBER 11, 2009.
- SUBJECT PROPERTY IS LOCATED WITHIN MIAMI-DADE COUNTY, FLOOD CRITERIA: +5.0 N.G.V.D. 1929 (P.B. 120, PG. 13)**

2 PROPERTY DATA
Scale: NTS

Rev.	Date	Rev.	Date

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PLANNING AND ZONING

First Submission

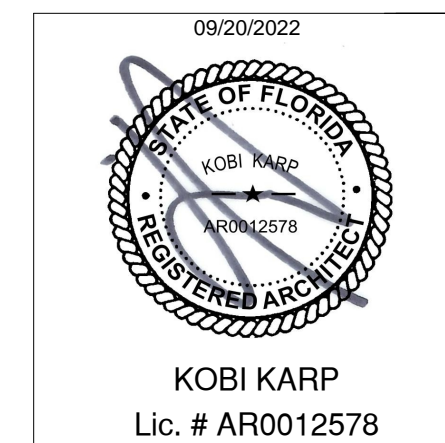
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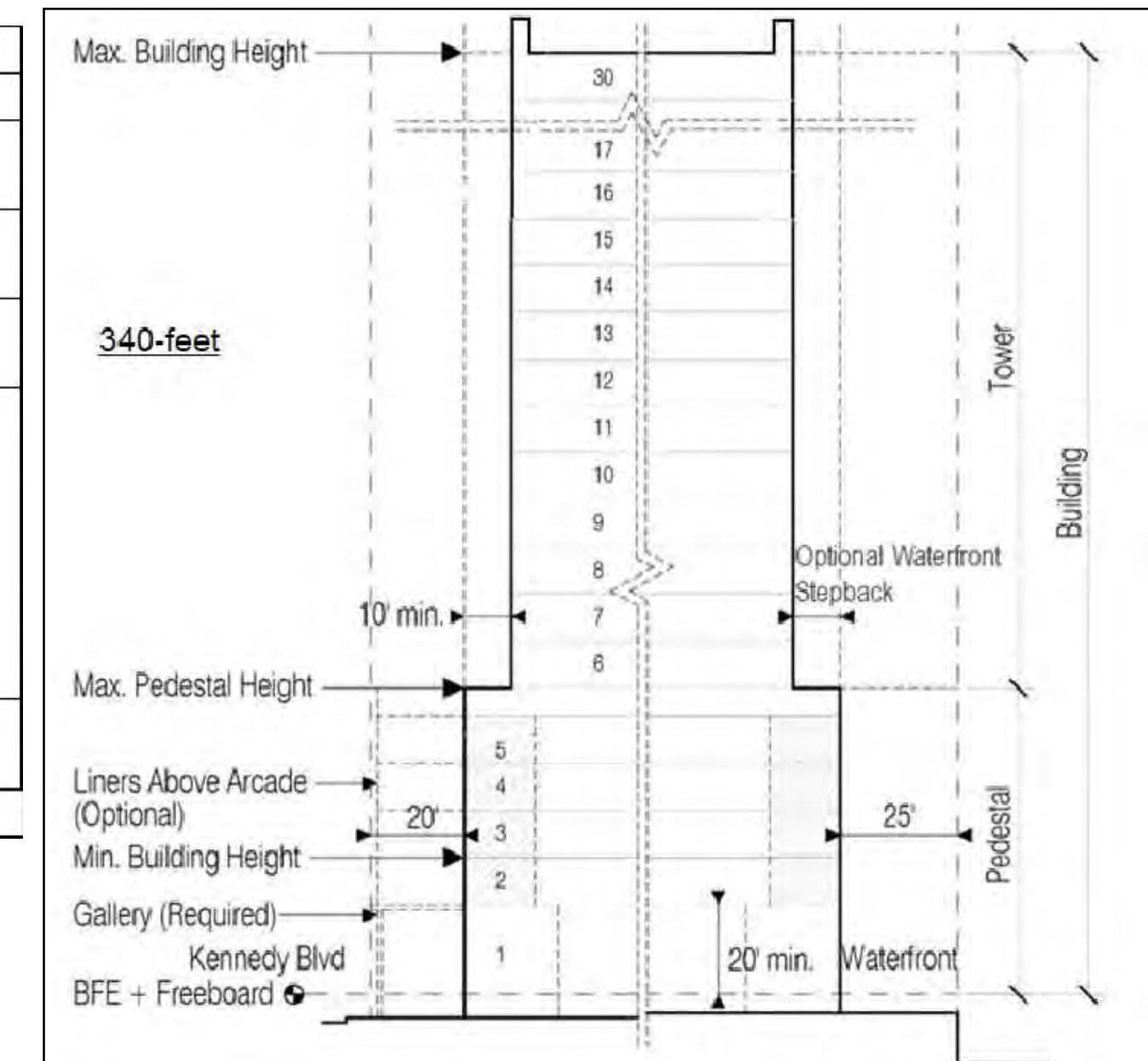


PROJECT DATA

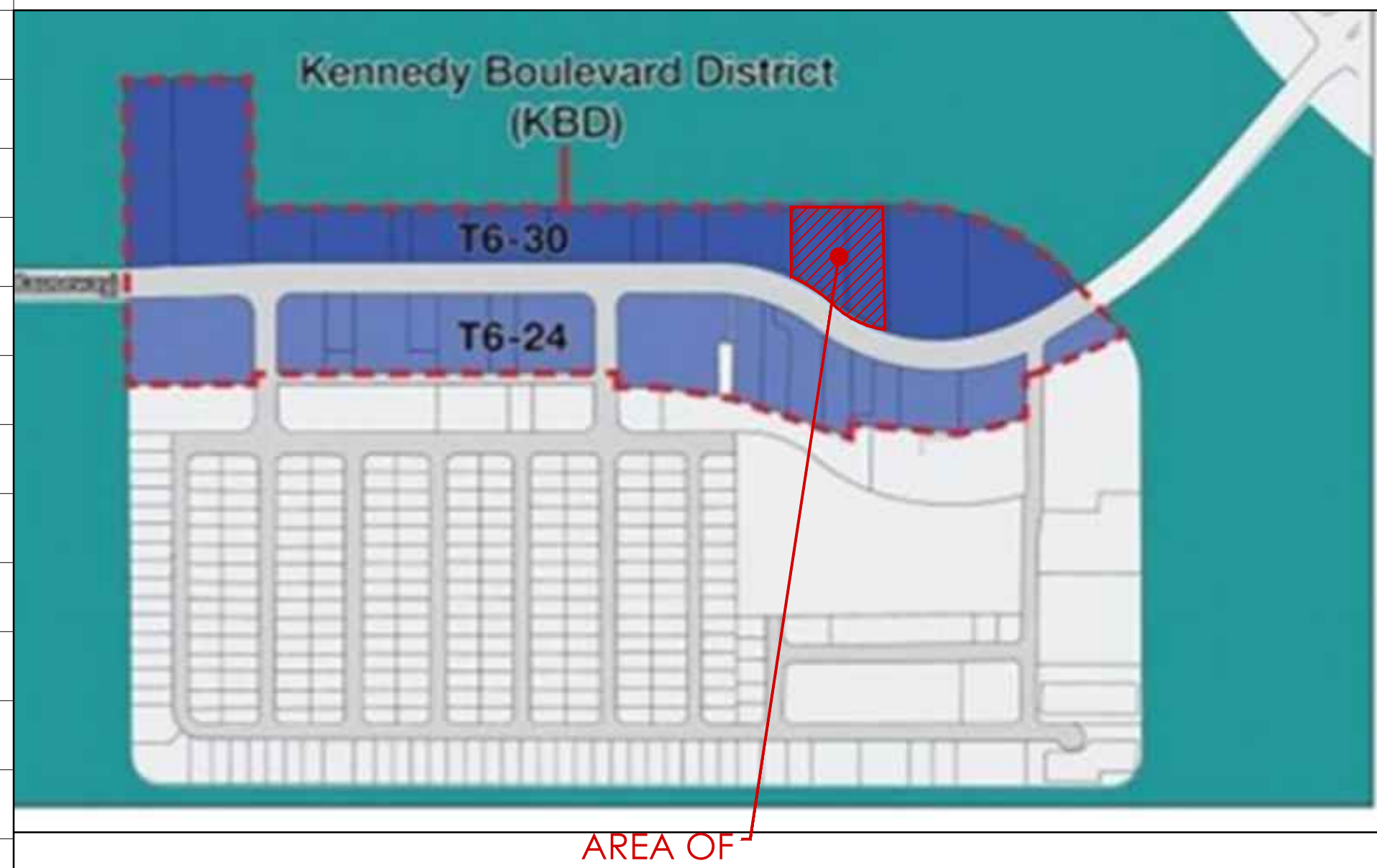
Date	09/21/2022	Sheet No.	A0.02
Scale			
Project	2259		

NORTH BAY VILLAGE GREEN BUILDING PROGRAM		
Green Design Option	Description	Points received
Enhanced Hurricane resistant structure	Meet a wind load 20 mph greater than Florida Building Code Requirements	4
100% native plants in Landscaping	Meet all landscaping requirements with 100% native vegetation	2
Cool Pavement	Provide a surface with an initial solar reflectance 20%, higher than the 5-10% reflectance of a dark asphalt parking lot	4
White roof (also known as a cool roof)	The entire roof surface must be covered in white/reflective covering and provide an initial and 3-year aged solar reflectance index (SRI) as follows: Low-slopped roofs with a slope less than or equal to 2:12:initial SRI of 82 and 3-year aged SRI of 64. Steep-slopped roofs with a slope greater than 2:12: initial SRI of 39 and 3-year aged SRI of 32	4
Electric Vehicle Charging Station(s)	2 points for each station installed above the baseline number required pursuant of Section 8.23.A and B.	(2 X 3) = 6
	Total Points Received	20

4 GREEN BUILDING PROGRAM
Scale: NTS

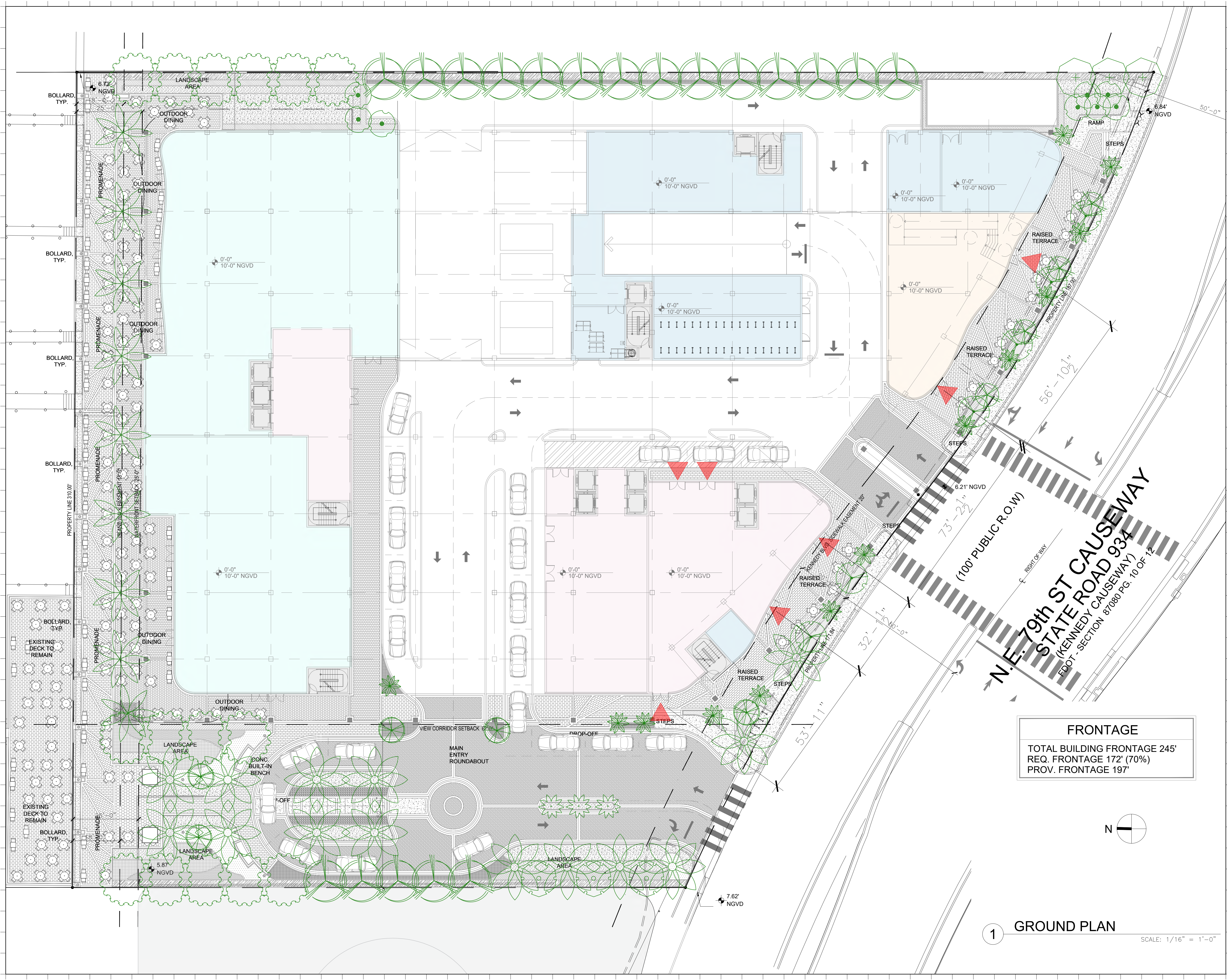


5 NBV ZONING CODE CHAPTER 15.7B.06
Scale: N/A



AREA OF WORK

3 ZONING MAP
Scale: NTS



FRONTAGE
 TOTAL BUILDING FRONTAGE 245'
 REQ. FRONTAGE 172' (70%)
 PROV. FRONTAGE 197'

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

Rev.	Date	Rev.	Date

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PLANNING AND ZONING
 First Submission

1819-1855 79th St. CAUSEWAY
 NORTH BAY VILLAGE, FL, 33141

Owner:
 North Bay Village Holdings, LLC
 1819-1855 79th St. Causeway
 North Bay Village, FL, 33141
 305.619.0875
 jduke@esta.com

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 Architectural Alliance Landscape
 612 SW 4th Ave
 Fort Lauderdale, FL 33315
 954.764.8858
 hjohnson@archall.net

Civil Engineer:
 Ross Engineering, Inc.
 3325 South University Drive, Suite 111
 Davie, Florida 33328
 954.318.0624
 mross@rossengineers.com

Architect:
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 571 NW 28TH ST.
 Miami, Florida 33127 USA
 Tel: +1(305) 573 1818
 Fax: +1(305) 573 3766

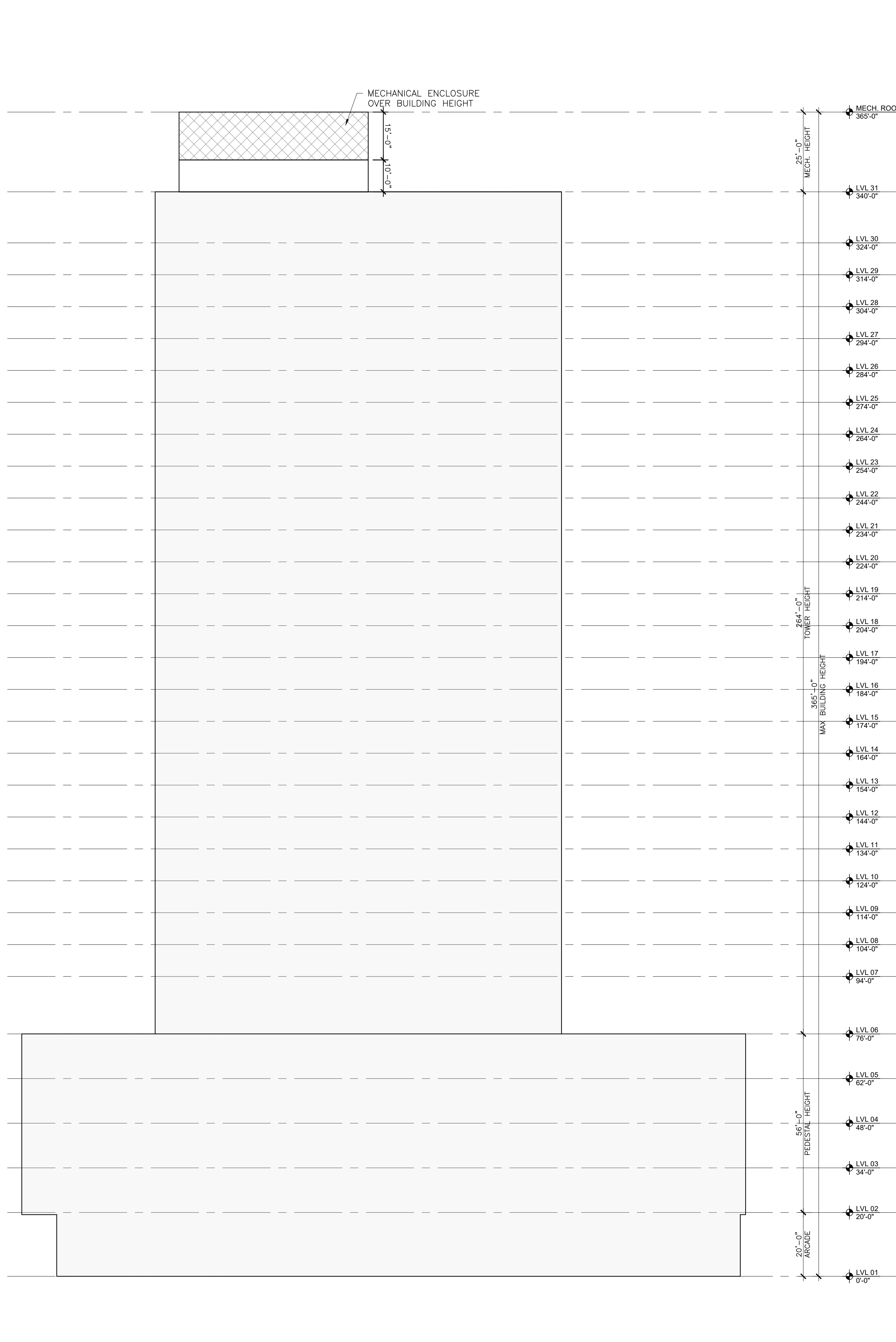
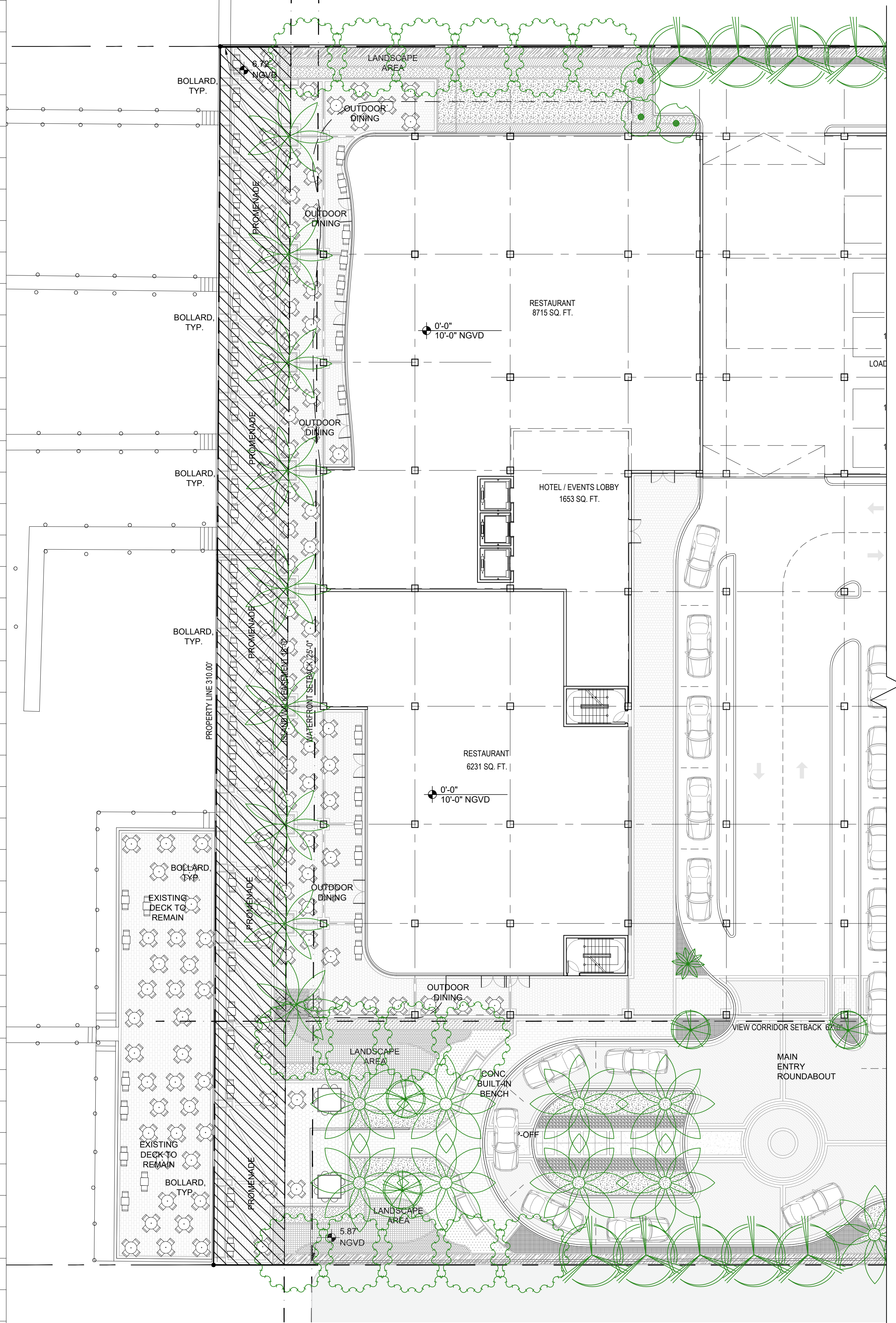
09/20/2022

K O B I
K A R P

KOBİ KARP
 Lic. # AR0012578

PRINCIPAL FRONTAGE AND DOOR LOCATION

Date	09/21/2022	Sheet No.	A1.03
Scale	1/16"=1'-0"		
Project	2259		



Rev.	Date Rev.	Date

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PLANNING AND ZONING

First Submission

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NORTH BAY VILLAGE, FL, 33141

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Fax: +1(305) 573 3766

09/20/2022

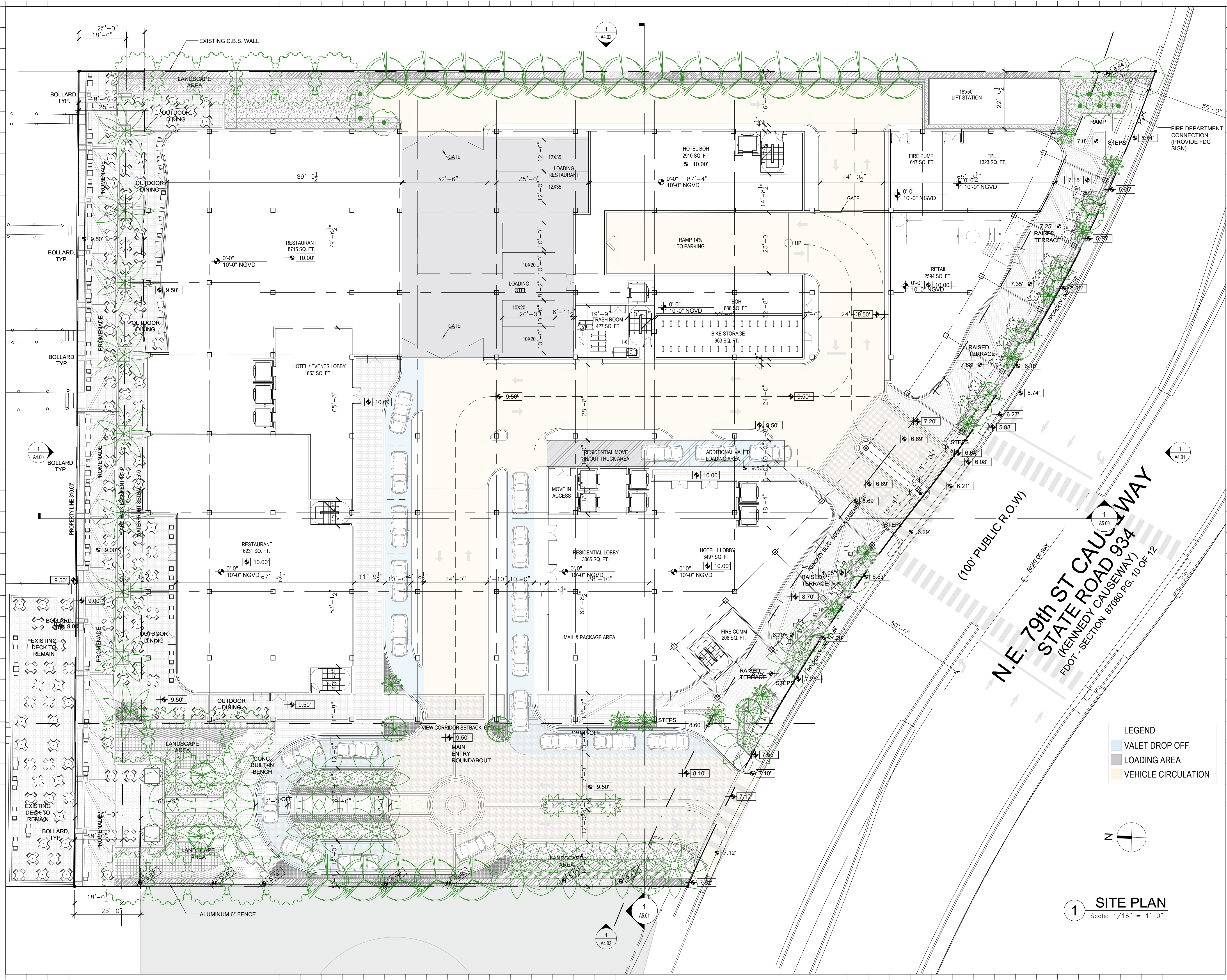
KOBİ KARP
Lic. # AR0012578

WAIVER EXHIBITS

Date	09/21/2022	Sheet No.	A1.04
Scale			
Project	2259		

1 TABLES & CHAIRS BY WARRANT
1/16"=1'-0"

2 MAX BUILDING HEIGHT BY PROCESS OF WAIVER (BY § 15.3-2.B.10)
1/20"=1'-0"



Rev.	Date Rev.	Date

PLANNING AND ZONING
First Submission

1819-1855 79th St. CAUSEWAY
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09/20/2022

**K O B I
K A R P**

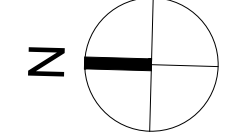
K O B I K A R P
Lic. # AR0012578

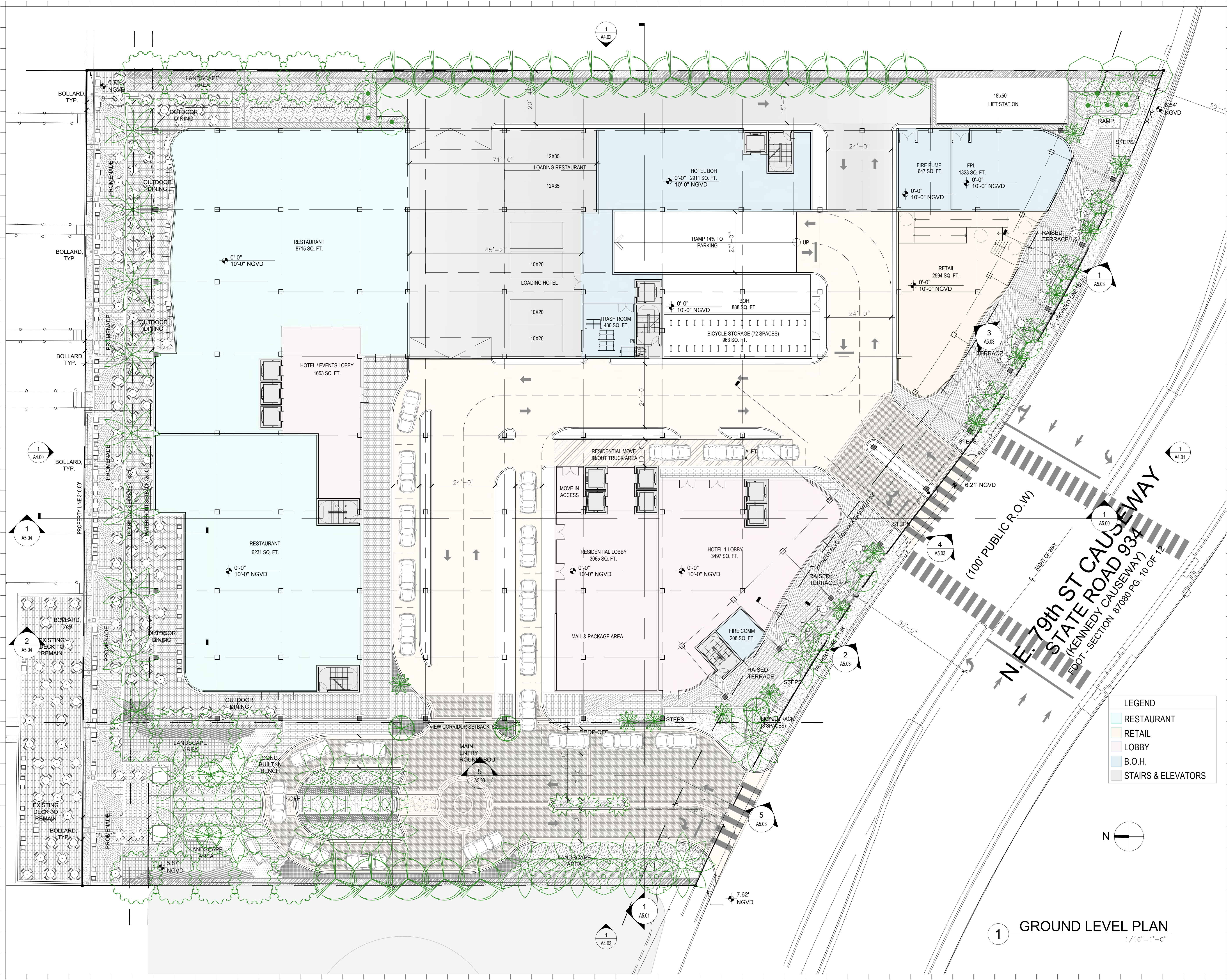
FLOOR PLAN - SITE PLAN
PROPOSED

Date	09/21/2022	Sheet No.	A2.00
Scale	1/16" = 1'-0"		
Project	2259		

1 SITE PLAN
Scale: 1/16" = 1'-0"

- LEGEND**
- VALET DROP OFF
 - LOADING AREA
 - VEHICLE CIRCULATION





Rev.	Date	Rev.	Date

PLANNING AND ZONING
First Submission

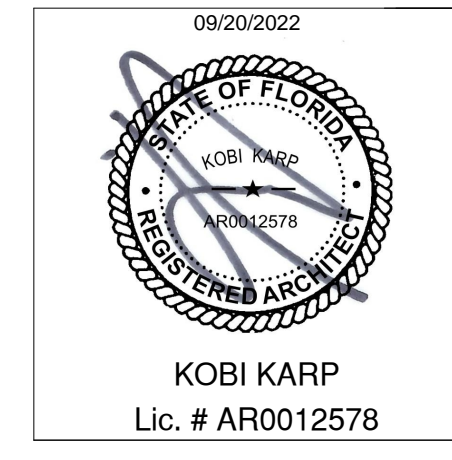
1819-1855 79th CAUSEWAY
NORTH BAY VILLAGE, FL, 33141

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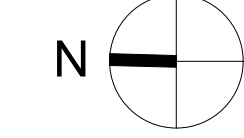


FLOOR PLAN - LEVEL 01
PROPOSED

Date	09/20/2022	Sheet No.	A3.01
Scale	1/16"=1'-0"		
Project	2259		

GROUND LEVEL PLAN
1/16"=1'-0"

- LEGEND**
- RESTAURANT
 - RETAIL
 - LOBBY
 - B.O.H.
 - STAIRS & ELEVATORS





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September 20, 2022

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Property owners abutting:

1819-1855 79 Street Causeway, North Bay Village, FL 33141 (Folio: 23-3209-000-0120)

Total number of abutting parcels: 4

I certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and abutting property owners to the subject property listed above, including those across a street or alley. This information reflects the most current records on file in the Miami-Dade County Tax Assessor's Office. If any abutting property is declared to be a Condominium or Co-Op, only their Association is notified.

Sincerely,

A handwritten signature in black ink, appearing to read 'Diana B. Rio', written over a horizontal line.

Diana B. Rio

KENNEDY HOUSE CONDOMINIUM, INC.
1865 79 ST CSWY - OFFICE
NORTH BAY VILLAGE, FL 33141

LGE NBV LLC
2937 SW 27 AVE 202
MIAMI, FL 33133

NORTH BAY WHITE HOUSE ASSOCIATION
NO. 1, INC.
1770 79 ST CSWY STE B101
NORTH BAY VILLAGE, FL 33141

NORTH BAY WHITE HOUSE ASSOCIATION,
NO. 2, INC.
1770 79 ST CSWY STE B101
NORTH BAY VILLAGE, FL 33141



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MAP OF ABUTTING PROPERTY OWNERS



1819-1855 79 Street Causeway, North Bay Village, FL 33141 (Folio: 23-3209-000-0120)

LIST OF ABUTTING PROPERTY OWNERS

LEGAL DESCRIPTION, SITE ADDRESS, FOLIO NUMBER

NAME, MAILING ADDRESS

KENNEDY HOUSE CONDO 9 53 42 BEG NW COR OF SW1/4 E1960FT N179.73FT TH NELY ALG ARC OF CURVE 78.81FT E2059.76FT TO POB E110.21FT S17DEG E132.76FT S400FT SWLY & NWLY AD 294.28FT N408.54FT TO POB E135FT OF W2110FT OF TREA IS LYING N OF 79 ST CSEWY PER DB 3879-72 LOT SIZE 49851 SQUARE FEET OR 13119-3851 1286 5
1865 79TH STREET CSWY
NORTH BAY VILLAGE, FL 33141
23-32090250001

KENNEDY HOUSE CONDOMINIUM, INC.
1865 79 ST CSWY - OFFICE
NORTH BAY VILLAGE, FL 33141

9 53 42 E300FT OF W1800FT OF TREA IS LYING N OF 79 ST CSEWY PER DB 4117-513 LOT SIZE 300.000 X 203
COC 26353-4380 04 2008 3
1755 79TH STREET CSWY
NORTH BAY VILLAGE, FL 33141
23-32090000110

LGE NBV LLC
2937 SW 27 AVE 202
MIAMI, FL 33133

NO BAY WHITE HOUSE CONDO NO 1 9 53 42 .69AC M/L DESC BEG 87.5FTE OF C/L HISPANOLA AVE ON S R/W/L 79 ST CAUSEWAY TH ELY & SELY ALG R/W/L 649.98FT TO POB CONT ALG R/W/L 111.37FT
1800 79TH STREET CSWY
NORTH BAY VILLAGE, FL 33141
23-32090170001

NORTH BAY WHITE HOUSE ASSOCIATION NO. 1, INC.
1770 79 ST CSWY STE B101
NORTH BAY VILLAGE, FL 33141

NO BAY WHITE HOUSE CONDO NO 2 9 53 42 .50AC M/L DESC BEG 87.5FTE OF C/L HISPANOLA AVE ON S R/W/L 79 ST CAUSEWAY TH ELY & SELY ALG R/W/L 488.82FT TO POB CONT ALG R/W/L 161.16FT
1790 79TH STREET CSWY
NORTH BAY VILLAGE, FL 33141
23-32090180001

NORTH BAY WHITE HOUSE ASSOCIATION, NO. 2, INC.
1770 79 ST CSWY STE B101
NORTH BAY VILLAGE, FL 33141

9 53 42 E175FT OF W1975FT OF TREA IS LYING N OF 79 ST CSEWY PER DB 3095-299 LOT SIZE 49000 SQ FT OR 13119-3851 1286 5
1819-1855 79TH STREET CSWY
NORTH BAY VILLAGE, FL 33141
23-32090000120

THE INN ON THE BAY LTD
1819 - 79 ST CSWY
NORTH BAY VILLAGE, FL 33141

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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NORTH BAY WHITE HOUSE ASSOCIATION,
NO. 2, INC.
1770 79 ST CSWY STE B101
NORTH BAY VILLAGE, FL 33141

See Reverse for Instructions

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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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Postage	\$
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NO. 1, INC.
1770 79 ST CSWY STE B101
NORTH BAY VILLAGE, FL 33141

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<input type="checkbox"/> Adult Signature Required	\$
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LGE NBV LLC
2937 SW 27 AVE 202
MIAMI, FL 33133

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Extra Services & Fees (check box, add fee as appropriate)	
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Postmark
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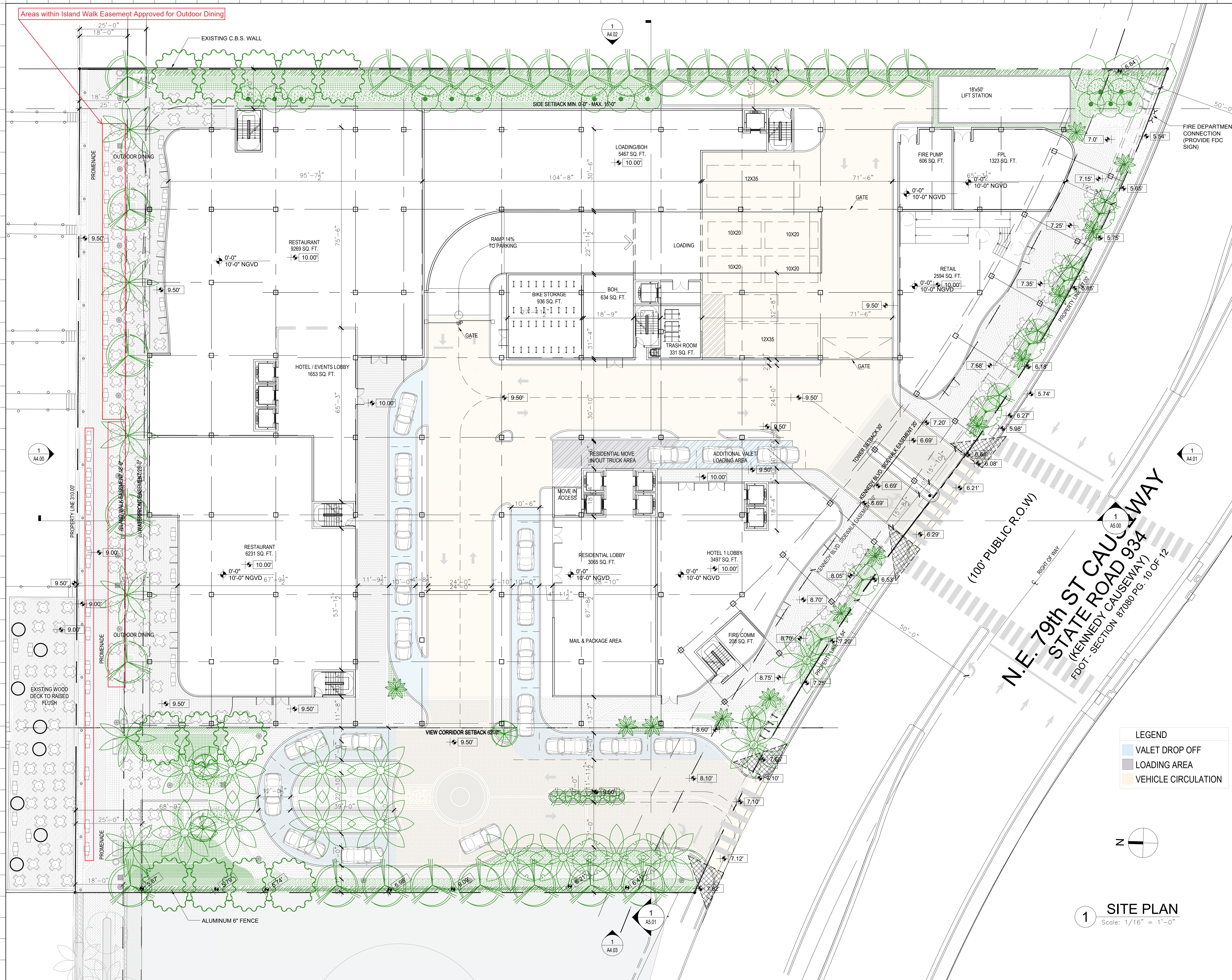
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KENNEDY HOUSE CONDOMINIUM, INC.
1865 79 ST CSWY - OFFICE
NORTH BAY VILLAGE, FL 33141

See Reverse for Instructions

Attachment D

EXHIBIT D



Rev.	Date	Rev.	Date

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (E) 2021

PLANNING AND ZONING

Second Submission

1819-1855 79th St. CAUSEWAY
NORTH BAY VILLAGE, FL, 33141

Owner:
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North Bay Village, FL, 33141
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Miami, Florida 33127 USA
Tel: +1(305) 573 1818
Fax: +1(305) 573 3766



FLOOR PLAN - SITE PLAN

PROPOSED

Date	12/01/2022	Sheet No.	A2.00
Scale	1/16" = 1'-0"		
Project	2259		

1 SITE PLAN
Scale: 1/16" = 1'-0"

- LEGEND**
- VALET DROP OFF
 - LOADING AREA
 - VEHICLE CIRCULATION

