



North Bay Village

1666 Kennedy Causeway, North Bay Village, FL 33141
Tel: (305) 756-7171 | Fax: (305) 756-7722 | www.nbvillage.com

**OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
VILLAGE HALL
TUESDAY, APRIL 9, 2019
6:30 P.M.**

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. Opening Items

- A. Call to Order**
- B. Invocation**
- C. Pledge of Allegiance**
- D. Roll Call**

2. A. Presentations, Proclamations and Awards

- 1. Swearing in of Village Clerk
- 2. Education and Sharing Day Proclamation

B. Citizen Presentations To The Commission

- 1. Pelican Harbor Seabird Station Budget and Annual Report

C. Additions and Deletions (Order of Business)

3. Good & Welfare (Open Forum)

4. Village Commission's Report

5. Grant Writer's Report

6. Advisory Board Reports

A. Animal Control Advisory Board

- i. Board Chair Cecilia Veloz

B. Business Development Advisory Board

- i. Board Chair Timothy Dennis

C. Citizens Budget & Oversight Board

- i. Board Chair Jack Rattner

D. Planning & Zoning Board

- i. Board Chair Bud Farrey

E. Sustainability and Resiliency Task Force

- i. Board Chair Denise O'Brien

7. Village Attorney's Report

8. Village Manager's Report

- A. 2019 Projects Progress Report

9. Consent Agenda: (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

A. FIND Grant Application

A RESOLUTION OF THE MAYOR AND COMMISSIONERS OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR NORTH BAY VILLAGE BAYWALK DESIGN AND PERMITTING – PHASE IB; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER RALPH ROSADO)

B. Neat Streets Miami Grant

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE NEAT STREETS MIAMI MATCHING GRANT AWARD FROM MIAMI DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT IN THE AMOUNT OF \$5,007.00; AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO EXECUTE THE TREE PLANTING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER RALPH ROSADO)

C. Mayor's Climate Pledge

A PLEDGE OF THE MUNICIPALITIES OF NORTH BAY VILLAGE COUNTY ENDORSING THE MAYORS' CLIMATE ACTION PLEDGE, AFFIRMING SUPPORT FOR THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT, AGREEING TO CONSIDER IMPLEMENTING THE REGIONAL CLIMATE ACTION PLAN IN WHOLE OR IN PART AS APPROPRIATE FOR EACH MUNICIPALITY, AND URGING ALL MAYORS OF [INSERT NAME] COUNTY TO SUPPORT THE MAYORS' CLIMATE ACTION PLEDGE.

10. Ordinances for First Reading and Resolutions: *Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor when public comment is open. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.*

A. Planning and Zoning Board Composition

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE IV, CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS," OF THE VILLAGE CODE OF ORDINANCES, AND CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," BY MODIFYING THE COMPOSITION OF THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER ROSADO)

B. Amend the Stipulation Adopted in Resolution 92-39 for Property Generally Located at 7601 East Treasure Drive to Amend the Parking Requirements

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST TO AMEND THE STIPULATION ADOPTED IN RESOLUTION 92-39 FOR PROPERTY GENERALLY LOCATED AT 7601 EAST TREASURE DRIVE TO AMEND THE PARKING REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER ROSADO)

C. Establishing a Moratorium for a Period of One Hundred Eighty (180) Days from the Effective Date of this Ordinance on the Acceptance of Applications for Administrative Review, Site Plan Approval, and Building Permits for the Use of Land for New Public Self Storage Facilities

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A MORATORIUM FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE ON THE ACCEPTANCE OF APPLICATIONS FOR ADMINISTRATIVE REVIEW, SITE PLAN APPROVAL, AND BUILDING PERMITS FOR THE USE OF LAND FOR NEW PUBLIC SELF STORAGE FACILITIES; PROVIDING FOR WAIVERS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR APPEALS; PROVIDING FOR MODIFICATIONS TO VESTED DEVELOPMENTS; REQUIRING EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER ROSADO)

D. Mitigation Process for Code Enforcement Fines

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XV, CHAPTER 153, ENTITLED "CODE ENFORCEMENT," OF THE VILLAGE CODE OF ORDINANCES BY CLARIFYING THE MITIGATION PROCESS FOR CODE ENFORCEMENT FINES, THE ROLE OF THE VILLAGE ATTORNEY, THE ENFORCEMENT OF LIENS AND COMPLIANCE WITH THE VILLAGE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER ROSADO)

E. Approval of Deputy Village Clerk Position

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE JOB DESCRIPTION, APPLICABLE SALARY SCALE, AND APPLICABLE PERFORMANCE MEASURES AND METRICS FOR THE DEPUTY VILLAGE CLERK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER ROSADO)

11. Public Hearings Including Ordinance(s) for Second Reading

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

A. AN APPLICATION BY BARANOF HOLDINGS, LLC AND GRANDVIEW PALACE CONDOMINIUM ASSOCIATION, INC CONCERNING PROPERTY LOCATED AT 1850 KENNEDY CAUSEWAY AND 7601 EAST TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR:

- 1. A WAIVER ACCORDING TO SECTION 9.3(D) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE TO ALLOW REDUCTION OF THE TOTAL NUMBER OF PARKING SPACES REQUIRED BY THE 1992 STIPULATED AGREEMENT FROM 1,119 TO 1,057 PARKING SPACES, BASED ON SHARED PARKING AND PARKING UTILIZATION ANALYSIS.**
- 2. A VARIANCE PURSUANT TO SECTION 7.3 OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE TO ALLOW REDUCTION OF THE TOTAL NUMBER OF PARKING SPACES REQUIRED BY THE 1992 STIPULATED AGREEMENT FROM 1,119 TO 1,057 PARKING SPACES, BASED ON SHARED PARKING AND PARKING UTILIZATION ANALYSIS. (INTRODUCED BY INTERIM VILLAGE MANAGER ROSADO)**

- B. AN APPLICATION BY BARANOF HOLDINGS, LLC CONCERNING PROPERTY LOCATED AT 1850 KENNEDY CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR SITE PLAN APPROVAL PURSUANT TO SECTION 5.4(C) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE FOR DEVELOPMENT OF A 98 FOOT TALL, 142,530 SQUARE FOOT SELF STORAGE FACILITY WITH 4,000 SQUARE FEET OF GROUND FLOOR RETAIL SPACE AND OFF-SITE PARKING INCLUDED FOR GRANDVIEW PALACE. (INTRODUCED BY INTERIM VILLAGE MANAGER ROSADO)**
- C. AN APPLICATION BY HILDA PELAYO TRUST, CONCERNING PROPERTY AT 7544 WEST TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A WAIVER, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT WHICH WILL EXTEND BEYOND THE D-5 TRIANGLE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER ROSADO)**

12. Unfinished Business

13. New Business

- A. Citibike Discussion
- B. Miami Beach/North Bay Village Restaurant Crawl

14. Approval of Minutes

None.

15. Adjournment



Proclamation

WHEREAS, excellence in education is vital to the success of our nation and our city; and in North Bay Village we seek the betterment of our citizens, and look to instill each child and adolescent with a good education

WHEREAS, by preparing our students for the responsibilities and opportunities of the future, education develops the intellect through lessons in literacy, math, and science;

WHEREAS, one shining example for all people of what education ought to be was provided by the Rebbe, Rabbi Menachem Schneerson, of righteous memory, a global spiritual leader who dedicated his life to the betterment of mankind. A tireless advocate for youth around the world, the Rebbe emphasized the importance of education and good character, and instilled the hope for a brighter future into the lives of countless people in America and across the globe,

WHEREAS, the Rebbe taught that education, in general, should not be limited to the acquisition of knowledge and preparation for a career, nor should its sole focus be on making a better living; and

WHEREAS the educational system must also focus on building character by emphasizing the cultivation of universal moral and ethical values that have been the bedrock of society from the dawn of civilization, including the values known as the Seven Noahide Laws, which have often been cited as a guarantee of fundamental human rights; and

WHEREAS, in recognition of the Rebbe's outstanding and lasting contributions toward improvements in world education, morality, and acts of charity, he has been awarded the Congressional Gold Medal, and the United States Congress has established his birth date as a national day to raise awareness and strength the education of our children,

WHEREAS, the President of the United States has paid recognition to the Rebbe's vision each year on that day by proclaiming it "Education & Sharing Day USA",

WHEREAS, the character of our young people is strengthened by serving a cause greater than self and by the anchor of virtues, including courage and compassion. By instilling a spirit of service in our children, we create a more optimistic future for them and our State

Now, THEREFORE, I, Brent Latham, Mayor of North Bay Village proclaim Tuesday, April 16, 2019, as: EDUCATION AND SHARING DAY and call upon government officials, educators, volunteers, and citizens to reach out to young people and work to create a better, brighter, and more hopeful future for all.

IN WITNESS, WHEREOF, I have here unto set my hand and caused the Seal of North Bay Village to be affixed at the City Council this 16th day of April in the year two thousand and nineteen.

Brent Latham, Village Mayor

Elora Riera, CMC, Village Clerk

Pelican Harbor Seabird Station

BUDGET OVERVIEW: 2019 BUDGET - FY19 P&L

January - December 2019

	TOTAL
Income	
1600 Donations - General	199,810.00
1610 Special Events 1	181,133.00
1625 Donations from Patient Intakes	5,621.00
1630 Grants 1	247,199.00
1635 Fish Drive	18,541.00
1640 Donations received from educational programming	6,136.00
1645 Donations Cash Box	4,014.00
1650 Donations related to Promo Items 1	3,700.00
1670 Adopt a Bird	3,695.00
1675 Sponsor a Release	750.00
1680 Behind the Scenes Tour	1,263.00
Total Income	\$671,862.00
GROSS PROFIT	\$671,862.00
Expenses	
1000 Advertising/Promotional	14,777.00
1200 Patient Food	15,588.00
1270 Occupancy 1	16,465.00
1280 Insurance 1	11,249.00
1320 Office Expenses	39,297.00
1360 Labor Costs	379,835.00
1380 Administrative Expenses	4,785.00
1390 Professional Services	23,776.00
1420 Special Event Expenses	55,259.00
1440 Staff Expense	17,764.00
1480 Auto & Boat Expense	8,189.00
1490 Veterinary Clinic Expenses	44,611.00
1520 Fund raising	4,218.00
1550 Educational Programming	34,342.00
1570 Volunteer Expense	348.81
Total Expenses	\$670,503.81
NET OPERATING INCOME	\$1,358.19
Other Income	
1700 Interest Income 1	10,000.00
Total Other Income	\$10,000.00
NET OTHER INCOME	\$10,000.00
NET INCOME	\$11,358.19



Pelican Harbor
SEABIRD STATION

Rescuing and caring for Miami's wildlife since 1980





2017 Patient Admissions

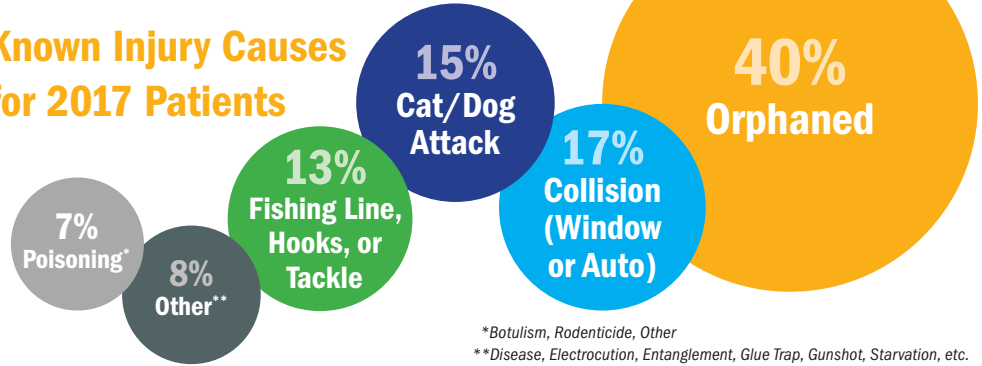
Total Admissions: 1,484



Seabirds/Waterbirds 513

American Bittern	1
American Coot	4
American White Pelican	1
Anhinga	4
Black Skimmer	2
Black-Bellied Plover	1
Black-Crowned Night Heron	3
Brown Booby	2
Brown Pelican	130
Caspian Tern	1
Cattle Egret	10
Common Gallinule	6
Common Tern	1
Cory's Shearwater	6
Double-Crested Cormorant	39
Great Blue Heron	9
Great Egret	11
Green Heron	12
Herring Gull	10
Killdeer	2
Laughing Gull	118
Least Bittern	1
Least Tern	1
Lesser Black-Backed Gull	4
Long-Billed Dowitcher	1
Magnificent Frigatebird	2
Mallard	2
Mottled Duck	2
Northern Gannet	7
Pied-Billed Grebe	3
Purple Gallinule	4
Red-Breasted Merganser	4
Ring-Billed Gull	20
Royal Tern	26
Ruddy Turnstone	1
Sandhill Crane	1
Sandwich Tern	1
Snowy Egret	1
Sooty Tern	1
Sora	3
White Ibis	42
Yellow-Crowned Night Heron	13

Known Injury Causes for 2017 Patients



*Botulism, Rodenticide, Other
**Disease, Electrocutation, Entanglement, Glue Trap, Gunshot, Starvation, etc.

Passerines 438

Black-Throated Blue Warbler	8
Black-and-White Warbler	5
Blue Jay	85
Blue-Grey Gnatcatcher	1
Boat-Tailed Grackle	13
Canada Warbler	1
Chestnut-Sided Warbler	1
Chimney Swift	4
Chuck-Will's-Widow	25
Common Grackle	42
Common Nighthawk	1
Common Yellowthroat	9
Fish Crow	23
Grey Catbird	6
Grey Kingbird	2
Indigo Bunting	1
Mourning Dove	32
Northern Cardinal	6
Northern Mockingbird	88
Northern Parula	6
Northern Waterthrush	1
Ovenbird	15
Painted Bunting	2
Palm Warbler	3
Prairie Warbler	3
Red-Bellied Woodpecker	18
Red-Eyed Vireo	1
Ruby-Throated Hummingbird	2
White-Crowned Pigeon	1
White-Winged Dove	12
Worm-Eating Warbler	4

Yellow-Bellied Sapsucker	4
Yellow-Billed Cuckoo	12
Yellow-Throated Warbler	1

Birds of Prey 140

American Kestrel	1
Barn Owl	2
Black Vulture	3
Broad-Winged Hawk	7
Burrowing Owl	1
Cooper's Hawk	36
Eastern Screech Owl	49
Merlin	1
Osprey	10
Peregrine Falcon	8
Red-Shouldered Hawk	8
Red-Tailed Hawk	1
Sharp-Shinned Hawk	1
Swallow-Tailed Kite	1
Turkey Vulture	11

Mammals 322

Grey Squirrel	156
Marsh Rabbit	1
Virginia Opossum	165

Reptiles 13

Florida Box Turtle	2
Florida Softshell Turtle	1
Gopher Tortoise	3
Peninsula Cooter	5
Red-Bellied Cooter	2

Pelican Harbor Seabird Station is dedicated to the rescue, rehabilitation and release of sick, injured or orphaned brown pelicans, seabirds and other native wildlife; and the preservation and protection of these species through educational and scientific means.



In 2017, we were proud to have:

- Reached over **over 8,700 students and residents** through tours, presentations and community events.
- Provided hands-on professional training for over **75 volunteers and interns**, who collectively logged **9,000 hours**.
- Hosted our 38th Annual Pelican Party Gala that was attended by **260 guests**.





193 Native Bird Species Treated at Pelican Harbor Seabird Station

1980–2017

American Avocet 2	Budgerigar 11	Laughing Gull 1,327	Red-Footed Booby 1
American Bittern 16	Bufflehead 1	Least Bittern 9	Red-Shouldered Hawk 61
American Coot 46	Burrowing Owl 14	Least Sandpiper 2	Red-Tailed Hawk 9
American Crow 3	Canada Warbler 1	Least Tern 76	Red-Winged Blackbird 2
American Flamingo 2	Cape May Warbler 5	Lesser Black-Backed Gull 22	Ring-Billed Gull 460
American Kestrel 37	Caspian Tern 4	Lesser Scaup 2	Roseate Spoonbill 6
American Oystercatcher 1	Cattle Egret 102	Limpkin 8	Roseate Tern 2
American Redstart 33	Cedar Waxwing 1	Little Blue Heron 12	Rose-Breasted Grosbeak 1
American White Pelican 22	Chestnut-Sided Warbler 1	Loggerhead Shrike 51	Royal Tern 449
American Woodcock 1	Chimney Swift 78	Long-Billed Dowitcher 2	Ruby-Throated Hummingbird 4
Anhinga 111	Chuck-Will's-Widow 257	Louisiana Waterthrush 2	Ruddy Turnstone 9
Arctic Tern 2	Clapper Rail 8	Magnificent Frigatebird 28	Sanderling 17
Audubon's Shearwater 2	Common Gallinule/Moorhen 71	Mallard 33	Sandhill Crane 5
Baltimore Oriole 2	Common Grackle 187	Mangrove Cuckoo 7	Sandwich Tern 4
Band-Rumped Storm-Petrel 1	Common Ground-Dove 88	Manx Shearwater 2	Savannah Sparrow 1
Barn Owl 8	Common Loon 135	Masked Booby 6	Scarlet Tanager 1
Barn Swallow 3	Common Nighthawk 36	Merlin 7	Semipalmated Sandpiper 2
Barred Owl 4	Common Tern 4	Mottled Duck 3	Sharp-Shinned Hawk 10
Belted Kingfisher 18	Common Yellowthroat 87	Mourning Dove 892	Shiny Cowbird 1
Black Rail 3	Cooper's Hawk 214	Northern Bobwhite 22	Short-Billed Dowitcher 2
Black Scoter 2	Cory's Shearwater 19	Northern Cardinal 48	Short-Eared Owl 1
Black Skimmer 37	Double-Crested Cormorant 631	Northern Flicker 1	Short-Tailed Hawk 4
Black Vulture 44	Downy Woodpecker 6	Northern Gannet 390	Smooth Billed Ani 1
Black-and-White Warbler 21	Eastern Kingbird 1	Northern Mockingbird 1,171	Snowy Egret 15
Black-Bellied Plover 7	Eastern Meadowlark 1	Northern Parula 38	Sooty Shearwater 1
Black-Bellied Whistling-Duck 1	Eastern Screech-Owl 252	Northern Pintail 1	Sooty Tern 24
Blackburnian Warbler 2	Fish Crow 171	Northern Rough-Wing Swallow 1	Sora Rail 52
Black-Capped Petrel 1	FLAMMULATED OWL 1	Northern Waterthrush 9	SOUTH POLAR SKUA 2
Black-Crowned Night Heron 81	Forster's Tern 2	Osprey 55	Swainson's Thrush 3
Black-Necked Stilt 3	Fulvous Whistling-Duck 1	Ovenbird 117	Swainson's Warbler 1
Blackpoll Warbler 7	Glossy Ibis 3	Painted Bunting 5	Swallow-Tailed Kite 1
Black-Throated Blue Warbler 35	Gray Catbird 47	Palm Warbler 14	THICK-BILLED MURRE 1
Black-Whiskered Vireo 1	Gray Kingbird 29	Parasitic Jaeger 5	Tricolored Heron 10
Blue Grosbeak 1	Great Black Backed Gull 8	Peregrine Falcon 40	Turkey Vulture 69
Blue Jay 812	Great Blue Heron 192	Pied-Billed Grebe 47	Virginia Rail 6
Blue-Gray Gnatcatcher 4	Great Egret 116	Pine Warbler 5	White Ibis 315
Blue-Headed Vireo 2	Great Horned Owl 2	Pomarine Jaeger 1	White-Crowned Pigeon 8
Blue-Winged Teal 5	Great White Heron 9	Prairie Warbler 2	WHITE-TAILED TROPICBIRD 2
Blue-Winged Warbler 1	Greater Shearwater 7	Prothonotary Warbler 2	Wilson's Snipe 3
Boat-Tailed Grackle 256	Green Heron 179	Purple Gallinule 33	Wilson's Storm Petrel 4
Bobolink 3	Green-Winged Teal 1	Purple Martin 16	Wood Duck 1
Bonaparte's Gull 4	Ground Dove 1	RAZORBILL 1	Wood Stork 6
Bridled Tern 1	Herring Gull 132	Red Phalarope 3	Worm-Eating Warbler 14
Broad-Winged Hawk 29	Hooded Merganser 1	Red-Bellied Woodpecker 216	Yellow-Bellied Flycatcher 1
Brown Booby 31	Hooded Warbler 1	RED-BILLED TROPICBIRD 2	Yellow-Bellied Sapsucker 20
Brown Noddy 3	Horned Grebe 1	Red-Breasted Merganser 25	Yellow-Billed Cuckoo 57
Brown Pelican 8,739	Indigo Bunting 4	Reddish Egret 1	Yellow-Crowned Night Heron 75
Brown Thrasher 2	Killdeer 30	Red-Eyed Vireo 2	Yellow-Throated Warbler 6

2017 Board of Directors

Dedication and expertise to help us soar higher



Harry Kelton
Founder



James McCoy, DVM
Board Chair



Astrid Garcia
Secretary



Darren Steinbook
Treasurer



Kathryn Comer, PhD



Carol Keys, Esq.



Marilyn Magill



Harvey Ruvin



Julia Zaias, DVM, PhD

Staff



Christopher Boykin
Executive Director



Linda Gregard, DVM
Veterinarian



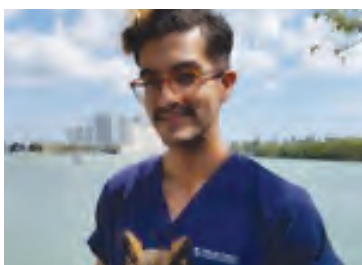
Yaritza Acosta
Rehabilitation Manager



Sarah Curry
Education & Communications Coordinator



Mary Diddle
Accounting Coordinator



Douglas Giraldo
Wildlife Rehabilitator



Hannah McDougall
Wildlife Rehabilitator



Pam Stephens
Administrative Assistant

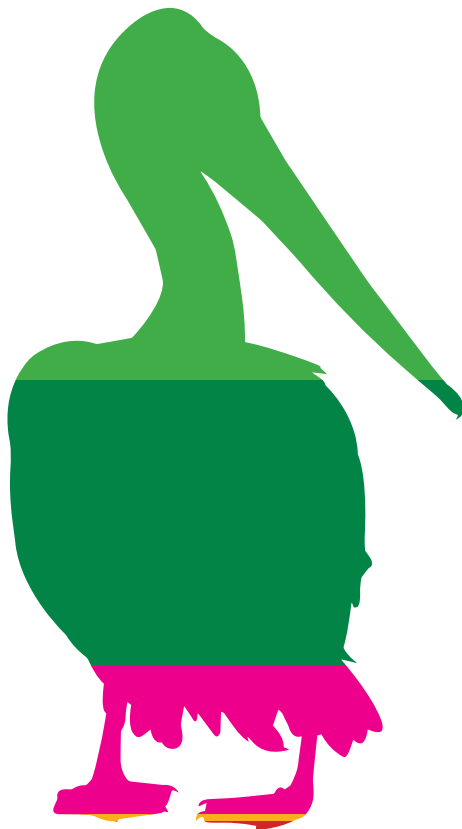


2017 Financials

65% of our annual budget is raised through donations

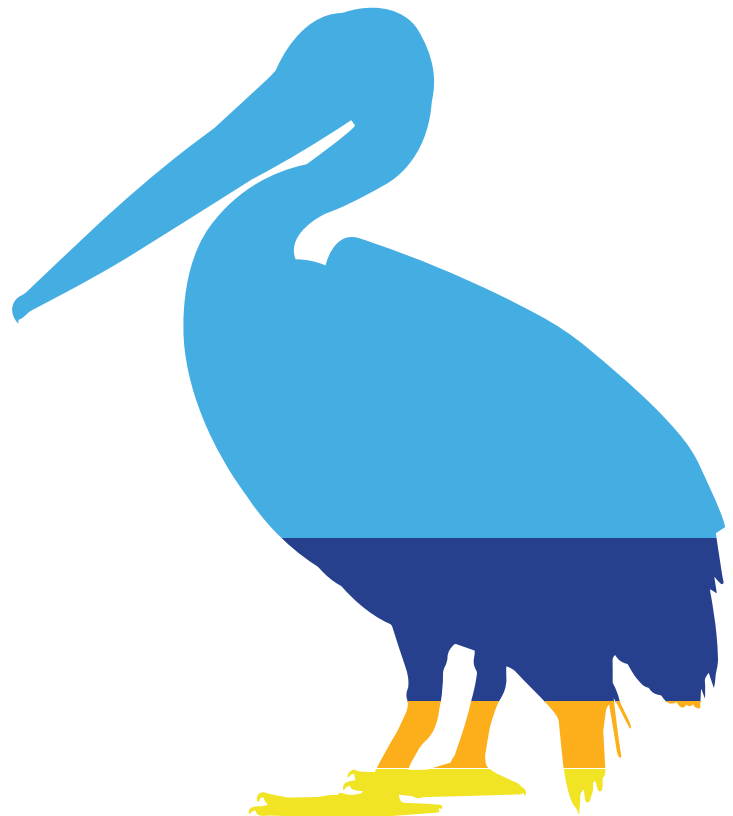
Pelican Harbor Seabird Station is a 501 C(3) non-profit. We strive to keep our fundraising and administrative costs to a minimum, so that we can stretch our dollars and provide the best care possible. Roughly one third of our revenue comes from foundations, with the remaining balance from individual donors. Below is a snapshot of our revenue and expenditures for 2017:*

Revenue



■ Individuals	\$257,873	45%
■ Grants & Foundations	\$198,280	35%
■ Special Events	\$101,822	18%
■ Promotional Items	\$5,132	1%
■ Program Fees	\$5,157	1%
TOTAL REVENUE	\$568,264	100%

Expenses



■ Wildlife Treatment	\$356,166	64%
■ Education	\$116,987	21%
■ Fundraising	\$44,532	8%
■ Administration	\$38,966	7%
TOTAL EXPENDITURES	\$556,651	100%

Ways You Can Help

There are many ways to be a Pelican Pal!



Pelican Harbor
SEABIRD STATION

Legacy Society

The Pelican Harbor Seabird Station Legacy Society is a new, distinguished group reserved for those generous supporters who have chosen to include a gift to the Seabird Station in their will or estate plans.

You can join the Legacy Society through a will, trust, designation or other planned gift. Too often these gifts are unrecognized because we are unaware of them until the donor has passed. Our Legacy Society allows us to celebrate you and recognize your gift while you are here with us. Legacy Society members receive complimentary tickets to all of our events. Additionally, a special Legacy Society luncheon will be held each year.

Please contact us at info@pelicanharbor.org or call us at 305.762.7633 to notify us of your intent to leave a specific or residuary (percentage-based) bequest.

■ Thank you to our Legacy Society members:

- Christopher Boykin & Stratton Pollitzer*
- Victoria Brandi*
- Carol Garvin*
- Kathy Hull*
- Harry Kelton*
- Mary Newman*
- Howard & Patricia Rosen*
- Jon & Kate Sage*
- Dr. David B. Thornburgh*



■ Donate

You can give online, with cash, or check. All donations are tax deductible. As a non-profit 501(c)(3) charity we are proud to operate without government funding. The generous support of our private donors makes our work possible.

■ Volunteer

Our dedicated volunteers are critical to our daily operations and assist with light cleaning, patient feeding, event support, and office administration.

■ Apply for an Internship

We offer a variety of internship opportunities in animal care, outreach and social media, and education for high school, college, and graduate students. Earn course credits and training within a professionally supervised learning environment.

■ Attend an Event

We continuously present educational events at the Seabird Station as well as throughout the community.

■ Tell Your Friends About Us

A special thanks to our volunteers, interns,
and donors who made our work in 2017 possible.



Pelican Harbor
SEABIRD STATION



We are grateful to Miami-Dade County for providing our facility space and paying our utilities in order for us to better focus on our mission and the well-being of our patients.

Pelican Harbor Seabird Station is a registered 501(c)(3) non-profit. Our registration # is CH17487. A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling 800.435.7352 toll-free within the State.

Federal Tax ID # 59-2137331



Printed on paper that contains post-consumer recycled paper and meets current triple-green standards.

NORTH BAY VILLAGE BUSINESS DEVELOPMENT ADVISORY BOARD

Board Members:

Tim Dennis (Chair), Paul Jacob (Secretary), Denise O'Brien (Member), Nick Quay (Vice Chair), James Rosenberg (Member)

Date:

3/25/2019

Call to Order:

6:39pm

Roll Call:

Present: Tim Dennis (Chair), Paul Jacob (Secretary), Denise O'Brien (Member), Nick Quay (Vice Chair),

Absent: James Rosenberg (Member)

Quorum Present:

Yes

Previous Business:

- Status update that the items from the previous NBVBDAB agenda to have been presented to the Commission were not presented due to an emergency. The Mission Statement, SWOT analysis, Survey, SUP event.
- 3/25/2019 Agenda consisted of a recap of the February agenda due to the transition from former Village Clerk to current Village Clerk.
- Nick Quay discussed the opportunity to have a SUP event in the October timeframe due to the cancellation of one of the events in a well known SUP series. Tim Dennis made a motion to move forward with recommending the event. The motion was second by Paul Jacob.
- Public Comment from Rich Holden, citizen and member of the Planning and Zoning Board.
 - o General comments on concerns over how Planning and Zoning and Business Development Advisory Boards can cohesively work together regarding the Bay walk, Boardwalk, Benihana Renovations and two significant complexes in the current WIOD location and the current Shuckers locations. The Village has only one chance "to get it right" on these significant properties.

NORTH BAY VILLAGE BUSINESS DEVELOPMENT ADVISORY BOARD

Page 2 of 2.

- Public Comment from Julianna Strout, citizen and Village Commissioner
 - o Relayed support for the NBV Business Development Boards efforts
 - Helped in any way she can assist
 - o Discussed supporting current local Businesses as well as attracting new businesses.
 - o Challenged the NBVBDAB to each bring 5 new people to the NBV Bingo night.
 - o Discussed “Restaurant Crawl”, Celebrity Soccer event in the June timeframe

- Public Comment from Sophia Liebowitz:
 - o Relayed support for the NBVBAB and wished that more citizens would get involved in the process to improve the Village.

Future Meeting Date:

April 22, 2019 @ 630pm

Motion to Adjourn:

Tim Dennis made a motion to adjourn @ 803pm with Denise O’Brien Second.



North Bay Village

SUSTAINABILITY AND RESILIENCY TASK FORCE MEETING

MINUTES

Monday, March 26, 2019 - 6:00 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Call to Order/Roll Call

The meeting was called to order at 6:40 p.m.

Richard Chervony, Denise O'Brien, Rachel Streitfeld, Nick Quay present. Celia Veloz absent.

Ralph Rosado as Non-Voting Member also present. Vice Mayor Marvin Wilmoth and Scott Greenwald (non-voting members) absent. Elora Riera, Village Clerk also present.

Guests: Sophie Lebowitz and Gudrun Volker (both residents).

2. Approval of Meeting Minutes: March 5, 2019

Motion made by Denise Obrien and seconded by Nick Quay to approve the Minutes of the meeting of March 6th. . Approved 4/0

3. Old Business

- a) Presentation of Vulnerability Analysis for North Bay Village (by Office of Resilience Miami Dade County)

Presentation of the Vulnerability Analysis for North Bay Village by the Office of Resiliency of Miami-Dade County was deferred until the next meeting.

- b) Work Plan for Task Force:
- i. Mission Statement: Provide technical assistance and advice to the North Bay Village Commission for mitigation and adaptation measures to respond to global warming climate change (Resolution #2019-011, section 2)
 - ii. Undertaking Analysis
 - iii. Awareness Raising for Sea Rise Threats to NBV
 - iv. Developing and Adopting Planning Policies
 - v. Pursuing Outside Funding

Presentation and Discussion of the Work Plan for the Task Force ensued. The work plan encompasses four steps:

- 1.- Analysis
- 2.- Public Awareness
- 3.- Developing and Adopting Planning Policies
- 4.- Pursuing Outside Funding

It was decided that the task force will work diligently in analyzing and creating information derived from same in the main areas of City Planning, Ecosystem Based Initiatives, Infrastructure, Zoning and Land Development, Disaster Management and Municipal Government Environmental Footprint. The task force will also work on creating a Public Awareness Campaign.

Once these two steps have been completed or well underway, the task force will commence in creating and adopting policies and once identified the need we will pursue funding.

The final product that was created at this meeting of the work plan will be sent to each member for any correction. These will be submitted to the Village Clerk for a final Work Plan to be ready to be approved at the next meeting

The TF would like a request to be presented to Commission that when creating the RFP/RFO for the final total paving of the streets (after all the infrastructure repairs underway are completed) there be inclusion of considerations related to sea level raise and storm surge such as permeable product(s) and that the opportunity for green infrastructure(s) be explored. Motion made by Denise Obrien and seconded by Richard Chervony. Approved 4/0

c) Discussion items

- i. Reporting to IPCC Initiative Local Governments for Sustainability and Disclosure Insight Action (invitation sent to Mayor Lathan)
- ii. City of Miami Presentation on Sea Level Raise (Richard Chervony)
- iii. How to Communicate as a Task Force
- iv. Ethics Training
- v. NBV policies on TF/AB Minutes and Recommendations to the Commission

Request made that the Commission appoint a member of the NBVSRT (North Bay Village Sustainability and Resiliency Task Force) to participate in the judging and approval of bids for the Final Paving of the streets. Motion made by Denise Obrien and seconded by Richard Chervony. Approved 4/0

Brief update by Rachel Streitfeld of the upcoming Local TAU competition, Motion made by Rachel Streitfeld and seconded by Nick Quay to appoint Denise O'Brien as the official representative of North Bay Village to the competition.

Interim Village Manager Rosado discussed that Daniel Espino, Village Attorney will be briefing the NBVSTR on policies and procedures of transmittal to the Commission for their necessary approval of any items that require the same. Mr. Espino will briefly go over Ethics requirements as well even though the four voting members have acknowledged attending the required Ethics Training.

It was further decided and affirmed that NBVSTR will meet at least every FOURTH TUESDAY commencing at 6:30 PM. Next meeting is scheduled for April 23rd.

The invitation for NBV to join a reporting initiative of the IPCC for Local Governments and Sustainability and Disclosure Insight Action was discussed. While reiterating the importance of reporting initiatives, the TF believes that this step must be taken after a clear strategy and action plan have been established for NBV.

4. New Business

- a) Deferral of Ordinance requested by Vice Mayor Wilmoth for our discussion until our next meeting to give Legal Counsel enough time to review and update it.

As per the Vice Mayor's request the ordinance requested for discussion was deferred to the next meeting or as soon as the item is ready for discussion.

- b) Discussion and Adoption by Board joins the Southeast Florida Climate Compact becoming the newest group in the organization, until the Village creates and adopts the formal Resolution.

Motion made for the NBVSTR to join the Southeast Florida Climate Compact as the newest group or organization. Motion made by Denise Obrien and seconded by Nick Quay. Approved 4/0

- c) Discussion and Adoption of the Southeast Florida Compact Unified Sea Level Rise Projection for 2015 and subsequent changes that may be made as the accepted projections of Sea Level Rise.

Motion made to adopt the Southeast Florida Compact Unified Sea Level Rise Projection for 2015 and subsequent changes as the accepted projections of Sea Level Rise. Motion made by Richard Chervony and seconded by Nick Quay. Approved 4/0

- d) Request to Invite the PURA Group

Discussion on PURA Group request. Was decided that we are the wrong group at present to hear this item and it should be referred to Village Manager, Purchasing and Public Works. Village Manager to set up a meeting with PURA Group and Public Works to get the ball rolling. It was also suggested by a member of the audience if available, sample packets be distributed to interested households for testing of the product.

Rachel Streitfeld also commented that we need to set an example and look for solutions in replacing the single use mini water bottles that are disseminated at public meetings by the Village.

5. Public Comments

Meeting was opened to the floor for comments. Several suggestions were issued in regards to other cities and villages work in fighting Sea Level Rise with the use of Master Gardeners and plants that absorb the excess water.

6. Adjournment

Motion to adjourn by Denise O'Brien, seconded by Richard Chervony. Approved 4/0.

Meeting adjourned at 8:25 p.m.

Prepared by: Richard Chervony, Secretary

Approved by the Sustainability and Resiliency Task Force

This _____ day of _____, 2019.

Denise O'Brien, Chair

DRAFT



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel: (305) 756-7171 | Fax: (305) 756-7722 | www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

TO: April 9, 2019

**Mayor Brent Latham
Vice Mayor Marvin Wilmoth
Commissioner Jose Alvarez
Commissioner Andrea Jackson
Commissioner Julianna Strout**

RECOMMENDED BY: Interim Village Manager Dr. Ralph Rosado 

PRESENTED BY STAFF: Interim Village Manager Dr. Ralph Rosado

**Re: FY2019 FIND Waterway Assistance Program Grant Application
North Bay Village Baywalk Design and Permitting-Phase IB**

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Interim Village Manager or his designee to submit a grant application under the Florida Inland Navigation District 2019 Waterways Assistance Program, and execute any and all subsequent agreements or documents with the Florida Inland Navigation District to accept funding of the Project.

BACKGROUND AND ANALYSIS

Funding Source: Florida Inland Navigation District
Program Title: FY2019 Waterways Assistance Program
Grant Request: \$100,000
Match Required: \$100,000

The Florida Inland Navigation District (FIND) recently released a Request for Proposals (RFP) for the 2019 Waterways Assistance Program. This program supports local governments in the development of projects that enhance or expand public access to waterways. In 2016, FIND awarded \$100,000 to the Village for the design and permitting of the Baywalk/Boardwalk (Linear Park) project. This grant requires that the Village design and permit the approximately 3,400 linear foot Baywalk/Boardwalk project by September 30, 2019.

Due to various delays in the design process, the Village will not secure permitting by September 30, 2019, and the grant contract will expire. The Village will need to submit a new grant request for the project. If awarded, the Village will have an additional three (3) years starting October 1, 2019 to finalize the design and secure permitting of the project.

North Bay Village proposes to submit an application to FIND in the amount of \$100,000. Funding will support the design and permitting of North Bay Village Baywalk Design and Permitting-Phase IB.

FLORIDA INLAND NAVIGATION DISTRICT



November 1, 2016

Mr. Rodney Carerro-Santana, Public Works Director
North Bay Village, Dept. of Public Works
1666 Kennedy Causeway, 3rd FL
North Bay Village, FL 33141

COMMISSIONERS

DONALD J. CUOZZO
CHAIR
MARTIN COUNTY

JON NETTS
VICE-CHAIR
FLAGLER COUNTY

SUSANNE McCABE
TREASURER
VOLUSIA COUNTY

DON DONALDSON
SECRETARY
ST. LUCIE COUNTY

J. CARL BLOW
ST. JOHNS COUNTY

E. TYLER CHAPPELL
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

PAUL U. DRITENBAS
INDIAN RIVER COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

MARK T. CROSLY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

RE: North Bay Village Boardwalk Phase I
Project # DA-NBV-16-196

Dear Mr. Carerro-Santana:

Enclosed is your original copy of the fully executed Project Agreement for the above referenced project. Please note the reporting requirements and project requirements referenced in this agreement.

Please contact me at JZimmerman@aicw.org or 561.627.3386 if I can be of any further assistance.

Sincerely,

Janet Zimmerman
Assistant Executive Director

FLORIDA INLAND NAVIGATION DISTRICT



October 7, 2016



Mr. Rodney Carerro-Santana, Public Works Director
North Bay Village
Dept. of Public Works
1666 Kennedy Causeway, 3rd FL
North Bay Village, FL 33141

REC'D _____

OCT 28 2016

Florida Inland
Navigation District

COMMISSIONERS

DONALD J. CUOZZO
CHAIR
MARTIN COUNTY

JON NETTS
VICE-CHAIR
FLAGLER COUNTY

SUSANNE McCABE
TREASURER
VOLUSIA COUNTY

DON DONALDSON
SECRETARY
ST. LUCIE COUNTY

J. CARL BLOW
ST. JOHNS COUNTY

E. TYLER CHAPPELL
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

PAUL U. DRITENBAS
INDIAN RIVER COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

RE: North Bay Village Boardwalk Phase I
Project # DA-NBV-16-196

Dear Mr. Carerro-Santana:

Enclosed for signature are two original project agreements for your approved Waterways Assistance Program project for fiscal year 2016-2017. Once they have been executed, please return both originals to me for execution by the District. When returning the agreements, you MUST include an executed Exhibit C, Matching Funds Form. Do not separate the attachments from the agreement. Incomplete agreements will not be executed.

I will return one fully executed complete original agreement to you for your files. Please be sure to refer to the listed project number in all future correspondence and communication regarding this project. Should you have any questions please contact me.

Sincerely,

Janet Zimmerman
Assistant Executive Director

MARK T. CROSLY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. DA-NBV-16-196

This PROJECT AGREEMENT made and entered into this 28th day of October, 20 16 by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the North Bay Village, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this Agreement and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the North Bay Village Boardwalk Phase I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at DISTRICT headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this Agreement unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2018 ("PROJECT PERIOD")**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2019. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this Agreement beyond September 30, 2018, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute (“ASSISTANCE AMOUNT”) no more than fifty percent (50%) (“MATCHING PERCENTAGE”) of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT (“PROJECT AMOUNT”). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A (“PROJECT COSTS”) and meeting the requirements of Paragraph 5 below and shall not, in any event, exceed \$100,000.00.

Any modifications to the PROJECT’S Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this Agreement, have provided the DISTRICT with suitable evidence of the availability of such funds using DISTRICT Form #95-01 (Exhibit C) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under the Project Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B. PROJECT COSTS must be incurred and work performed within the PROJECT PERIOD, with the exception of pre-agreement costs, if any, consistent with Paragraph 6 below, which are also eligible for reimbursement by the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this Project Agreement unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment

requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of the Agreement, reimbursement for all PROJECTS approved as Phase I projects will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further District funding. Procedures set forth below with respect to reimbursement by the District are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Paragraph 18 and (5) a Final Project Report as described in Exhibit G. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom Project Sponsor has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT facility.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this Agreement by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund the full amount of the ASSISTANCE AMOUNT to DISTRICT, whereupon this Agreement, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR’s obligations under Sections 15, 17 and 20, PROJECT SPONSOR acknowledges that breach by PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17 or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Project Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of the

Project Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this Agreement.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons as well as all other federal, state and local laws, rules and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** - For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the project entrance of the completed project, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this paragraph shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo

(Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other type projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by project sponsor, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

North Bay Village
Attention: Public Works Director, Dept. of Public Works
1666 Kennedy Causeway, 3rd FL
North Bay Village, FL 33141

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

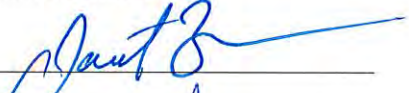
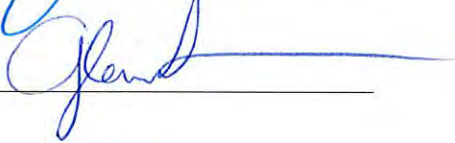
27. **GOVERNING LAW** - The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this document, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT, including but not limited to any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This Agreement, including any exhibits made a part hereof, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:






FLORIDA INLAND NAVIGATION DISTRICT

By: 
Executive Director

Date: 10/28/16

WITNESSES:

PROJECT SPONSOR

By: 
Title: VILLAGE MANAGER

Date: 10/26/16

EXHIBIT A

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2016**

**PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)**

Project Title:	North Bay Village Boardwalk: Phase I
Applicant:	North Bay Village

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost <i>(Number and/or Footage etc.)</i>	Applicant's Cost	FIND Cost
Design	\$180,000	\$90,000	\$90,000
Permitting (Phase II, Boardwalk Under Bridge)	\$20,000	\$10,000	\$10,000

**TOTALS =	\$200,000	\$100,000	\$100,000
-------------------	------------------	------------------	------------------

EXHIBIT B

**2016
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM**

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the

environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) **Financial Assistance Eligibility:** Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) **Notification:** The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) **Project Approval:** Approval of projects by the District shall be in accordance with these rules.

(4) **Project Accessibility:** Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) **Waterway Impacts:** All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) **Project Maintenance:** The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568> and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within

the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History--New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal

Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;

9. Derelict Vessel Removal;
10. Waterways related environmental education programs and facilities;
11. Public fishing and viewing piers;
12. Public waterfront parks and boardwalks and associated improvements;
13. Maritime Management Planning;
14. Waterways boating safety programs and equipment;
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;
2. Restrooms for non-waterway users;
3. Roadways providing access to non-waterway users;
4. Parking areas for non-waterway users;
5. Utilities for non-waterway related facilities;
6. Lighting for non-waterway related facilities;
7. Project maintenance and maintenance equipment;
8. Picnic shelters and furniture for non-waterway related facilities;
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection;
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project;
 - c. Restoration of sites disturbed during the construction of an approved project;
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental

entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation

credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and

available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: NORTH BAY VILLAGE

Project Title: NORTH BAY VILLAGE BOARDWALK PHASE II Project #: DA-NSV-16-196

I hereby certify that the above referenced project Sponsor, as of October 01, 2016, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated 10-28-16.*

Project Liaison Name: Rodney Carrero-Santana

Project Liaison Signature: Rodney Carrero-Santana

Date: 10/25/16

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM**

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____ BILLING #: _____

Amount of Assistance		_____
Less Previous Total Disbursements	A.	_____
Less Previous Total Retainage Held	B.	_____
Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current Payments Including all retainage held (A+B+C+D)		_____
Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
---	-----------------------------------	---------------	-------------------	--------------

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
---	--------------------	-------------------------------	-----------------------	---------------------------	----------------------

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

**ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT**

http://www.aicw.org/wapapp_pdf.jhtml?method=view&wapapp_pdf.id=1

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD

Oct 1-DEC 15____; Dec 15-Mar 1____; Mar 1-June 15____; June 15-Sep 1____
Report Due: **(Dec 30)** **(March 15)** **(June 30)** **(Sep 15)**

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2016 - Project Agreement Executed, Project Initiates.

DECEMBER 30, 2016 - First Quarterly Report Due.

http://www.aicw.org/wapapp_pdf.jhtml?method=view&wapapp_pdf.id=1

MARCH 15, 2017 - Second Quarterly Report Due.

JUNE 30, 2017- Third Quarterly Report Due.

SEPTEMBER 15, 2017 - Fourth Quarterly Report Due.

DECEMBER 30, 2017 - Fifth Quarterly Report Due.

MARCH 15, 2018 - Sixth Quarterly Report Due.

JUNE 30, 2018 - Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 1st, a request for a 1-year extension of the completion date of the project should be submitted with the June 2018 quarterly report.

SEPTEMBER 01-30, 2018 - Closeout paperwork due. http://aicw.org/closeout_wap.jsp

Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2018 - End of Grant. All work must be complete closeout paperwork submitted.

October 2018 - District finishes processing closeout paperwork, performs project inspection and submits final reimbursement check with check presentation to sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Paragraph 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/bids.jhtml?method=listByCat_id&bids.cat_id=4





North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel: (305) 756-7171 | Fax: (305) 756-7722 | www.nbvillage.com

**NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

TO: April 9, 2019

**Mayor Brent Latham
Vice Mayor Marvin Wilmoth
Commissioner Jose Alvarez
Commissioner Andreana Jackson
Commissioner Julianna Strout**

RECOMMENDED BY: Interim Village Manager Dr. Ralph Rosado *RR*

PRESENTED BY STAFF: Interim Village Manager Dr. Ralph Rosado

Re: FY2019 Miami-Dade County Neat Streets Grant Agreement

BACKGROUND AND ANALYSIS

Funding Source: Miami-Dade County Parks, Recreation, and Open Spaces Department

Program Title: FY2019 Neat Streets Matching Tree Grant

Grant Award: \$5,007.00

Match Required: \$5,007.00

Neat Streets Miami's street tree program provides matching grants to advance the Million Trees Miami initiative, a community-wide effort to expand Miami-Dade County's tree canopy and reach a million trees by 2020. North Bay Village applied for and was awarded \$5,007.00 to plant thirteen (13) street trees on local roadways and at Dr. Paul Vogel Park. The Village is required to match the grant award in the amount of \$5,007.00.

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Interim Village Manager or his designee to submit executed the Tree Planting Agreement with Miami-Dade County and provide for matching funds in the amount of \$5,007.00.

RESOLUTION NO. 19-____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE NEAT STREETS MIAMI MATCHING GRANT AWARD FROM MIAMI DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT IN THE AMOUNT OF \$5,007.00; AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO EXECUTE THE TREE PLANTING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER RALPH ROSADO)

WHEREAS, the 2019 Neat Streets Miami Matching Grant Program (the “Program”) made funds available to municipalities and organizations to plant street trees as part the Miami-Dade County’s efforts to reach the Million Trees Miami goal of achieving a 30% tree canopy; and

WHEREAS, Miami Dade County has granted funds in the total amount of \$5,007.00 to North Bay Village; and

WHEREAS, the funds will be used to supplement the purchase of thirteen (13) trees throughout the Village in accordance with the Tree Planting Agreement; and

WHEREAS, the Program requires a cost share of \$5,007.00 or 50% of the total cost of the purchase and installation of the trees; and

WHEREAS, the Village desires to allocate funds from the tree replacement trust fund in the amount of \$5,007.00 or 50% of the total cost of the purchase and installation of the trees; and

WHEREAS, the Village finds that this resolution will promote the health, safety and welfare of the Village’s Police Officers.

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

Section 1. **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

Section 2. **Grant Accepted.** The acceptance of the award of a 2019 Neat Streets Miami Matching Grant in the amount of \$5,007.00 is hereby approved in substantially the form as attached in Exhibit “A”.

Section 3. **Village Manager Authorized.** The Village Manager is authorized to execute the contract documents accepting funding in the amount of \$5,007.00 and provide the required match.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of April 2019.

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

FINAL VOTE AT ADOPTION:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Juliana Strout	_____

PASS AND ADOPTED this _____ day of February 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY



**Miami- Dade County
Parks, Recreation, and Open Spaces Department
STREET TREE MATCHING GRANT PROGRAM**

TREE PLANTING AGREEMENT

Grantee: North Bay Village

Amount: \$5,007.00

Grant Description: To plant trees with municipalities and organizations on Miami-Dade’s corridors as part of our efforts to reach the Million Trees Miami goal of achieving a 30% tree canopy.

This **Agreement (the “Agreement”)**, made and entered into this ____ day of _____, 20____, by and between North Bay Village (the “Grantee”) and Miami-Dade County (the “County”), hereinafter called the “County” through its Parks, Recreation, Open Spaces Department (the “Department”).

The County and Grantee have agreed to partner on the implementation of North Bay Village Tree Planting Project (project name) to be completed by July 26, 2019.

RECITALS

WHEREAS, the County desires to increase the tree canopy in Miami-Dade County and to reach the Million Trees Miami goal of achieving a 30% tree canopy ; and

WHEREAS, the County has provided a subaccount to the tree trust fund for the procurement of street trees along county and local roads and of this amount \$ 5,007.00 (the “Grant Funds”) will be provided to the Grantee on the terms and conditions set forth in this Agreement; and

WHEREAS, the Grantee wishes to undertake such activities provided in the scope of work in Exhibit A of this Agreement; and

WHEREAS, the Grantee is responsible for the maintenance of the street trees after completion of the project; and

NOW, THEREFORE, the County and Grantee agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

A. Requirements for approval of Grant Award Agreement: As a prerequisite to its receipt of the Grant Funds, the Grantee shall meet the requirements set forth below to the County's satisfaction. Requirements for this grant are listed below.

1. **Timeline:** The following grant project start date, end date and reporting dates must be adhered to.

Start date: Contract Execution Date

End date: July 26, 2019

Final report date: August 16, 2019

2. **Scope of Work:** It is mutually agreed and understood that the scope of work shall be as provided in *Exhibit A (Grant Application Package)*. Scope of Work must adhere to:

- All trees must be canopy natives or Florida Friendly trees.
- Trees shall have a minimum overall height of 12 feet and 2-inch caliper at time of installation, unless under overhead power lines.
- When installed in roadways, trees shall have a maximum average spacing of 35' on center and be placed within 7' of the edge of the roadway pavement and/or where present, within 7' of the sidewalk.
- If trees are proposed under overhead power lines, these shall have a minimum overall height of 8 feet and a minimum caliper of 1½-inch at time of planting. The maximum average spacing in this case shall be 25 feet.
- Ensure that trees are installed in a way that complies with site triangle regulations and are not planted within no planting zones.
- All trees shall have and be maintained with a trunk clearance of 4 feet.
- All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants".
- Each Grantee is encouraged to review the Miami Dade County Landscape Ordinance, Chapter 18 A, to ensure that the tree installation will be in full compliance with the County's requirements

3. **Budget:** It is mutually agreed and understood that the project costs shall be as provided in *Exhibit A (Grant Application Package)*. The match amount has to equal or exceed the grant amount. If matching requirement will be met through the provision of in-kind service, the County shall approve the value or cost or the in-kind services to be provided to fulfill the matching requirements. Match must remain the same or exceed the percent referenced in the original application.

4. **Promotions:** All promotions must adhere to the Neat Streets Miami Media Release Guidelines. The grantee will agree to prepare a draft of a Press Release which describes its project and acknowledges Neat Streets Miami and Million Trees Miami, which shall be subject to the County's approval in advance of publication. The County shall also be acknowledged in any subsequent media releases or in any printed, website, social media or other communication materials related to the project. Copies of any other publicity as well as copies of any major work products generated in connection with this grant

shall be forwarded to the County for review. Miami-Dade County, Million Trees Miami and Neat Streets Miami logos should be included in all printed materials.

5. **Miami-Dade County Tree Trust Fund:** Funds allocated to projects by the Street Tree Matching Grant come from mitigation funds collected by the Division of Environmental Resources Management, i.e. the Tree Trust Fund, and as such are encumbered for the planting of trees on public property. These funds shall not be used to satisfy tree mitigation per permitting or enforcement requirements.
6. **Conditions and Contingencies:** The Grantee agrees that the Grant Funds will be used only for the purpose as stated in this Agreement, as described in the Scope of Work and with no substantial variance to the approved Budget (See *Exhibit A*) unless prior approval in writing is obtained from the County. The Grantee certifies that the grantee organization operates under a tax-exempt status. If grantee determines that Grant Funds cannot be expended by July 26, 2019 (end date), the grantee must notify liaison immediately and no later than June 1, 2019.

B. Additional Requirements due throughout the funding period:

1. **Reporting:** Final Report must be submitted electronically by August 16, 2019. Refer to Exhibit B for reporting guidelines.
2. **Data Tracking:** All trees planted must be mapped according to County specifications.
3. **Organizational Status Changes:** The Grantee must notify the County liaison within two weeks of changes in organizational status, including but not limited to: key personnel such as senior or project staff, organizational name, tax status, and organizational address.
4. **Other Organizational Changes:** The Grantee will notify the County's liaison of any organizational changes, such as new address or contact information

C. Indemnification of County

Subject to the limitations on liability set forth in Section 768.28, Florida Statutes (to the extent the entity is a State or local government), the Grantee agrees to indemnify, save, and hold the County harmless from all liability, loss, cost, and expense, including attorneys' fees and court costs at all trial and appellate levels, which may be sustained by the County, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, whether or not due to or caused by the negligence of the Grantee, arising from or in connection with the Grantee's (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way. The Grantee agrees to defend, at its sole cost and expense, but at no cost and expense to the County, any and all suits or actions instituted against the County for the imposition of such liability, loss, cost, and expense arising from or in connection with the Grantee's (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way.

Primary Grant Contract:

Provide the information below for the primary contact person for this grant. This is the person to whom all correspondence will be directed.

Name: Ralph Rosado

Title: Interim Village Manager

Mailing Address: 1666 Kennedy Causeway, Suite 300

City, State, Zip: North Bay Village, FL 33141

Phone: 305-756-7171 Ext.24

Email: rrosado@nbvillage.com

Website: nbvillage.com

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

NAME OF GRANTEE: North Bay Village

ADDRESS: 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

BY: _____

DATE: _____

Grantee Representatives' Signature

PRINT NAME Ralph Rosado

TITLE: Interim Village Manager

MIAMI-DADE COUNTY, FLORIDA

BY: _____

DATE: _____

Director Parks, Recreation, and Open Spaces

LEGAL SUFFICIENCY: _____

DATE: _____

County Attorney

EXHIBIT A: GRANT APPLICATION PACKAGE SCOPE OF WORK

[INSERT GRANT APPLICATION PACKAGE HERE]

Submission Date	2019-01-31 16:03:07
Name of Organization	North Bay Village
Address	Street Address: 1666 Kennedy Causeway, Suite 300 City: North Bay Village State / Province: FL Postal / Zip Code: 33141 Country: United States
Municipality, Non-Profit or Community Group	Municipality
Contact Name (Person filling out application)	LaKeesha Morris
Job Title	Grants Consultant
E-mail	info@belltowergroup.org
Phone Number	(786) 232-0771
Project Manager (If awarded)	Tim Smith
E-mail	timsmith@nbvillage.com
Phone Number	(305) 756-7171
Project Title	North Bay Village Tree Planting Project
Location of Planting	North Bay Village has identified two street corridors and one park to plant fifteen (15) street trees. Corridor 1: 1735 North Treasure Drive in the center median between Mutiny Ave and Hispaniola Ave. Corridor 2: 7900 Harbor Island Drive in bulb outs along East Drive Park 1: Along walking path at Dr. Paul Vogel Park 7920 West Drive
Miami-Dade County Commission District (project location)	4
County or Local Road?	Local Road
Please confirm you have received permission from governing jurisdiction of project location?	
Please state the local jurisdiction	North Bay Village
Description of Trees	The Village will plant twelve (12) Quercus virginiana (Cathedral Live Oak) and three (3) Bursera simaruba (Gumbo Limbo). Both tree species are Florida Native canopy trees and of grade #1 quality. The size of the trees will range from 15-65 gallons. The trees will be planted by Village Staff and therefore the Village will get quotes from local nurseries, and plant the largest size tree for the amount identified in the attached budget. Following right tree, right place guidelines all trees are planted in areas where there is no interference with overhead power lines.
Target area's existing tree canopy	10%
Is the project area low-to-moderate income?	No
Goals of Project	The goal of this project is to increase tree canopy and encourage residents to walk for short distance trips. This project will benefit all residents of North Bay Village. The Village is a small three island community with little green space. Although the Village is not identified as a low-moderate income community, there is one public school in the Village - Treasure Island Elementary, a Title I school with

89% students receiving free-reduced lunch. Trees planted along the corridor of East Drive and Treasure Island Drive provide canopy for residents as they walk to access public transit or walk to school. Paul Vogel Park is one of only two parks located in the Village. Shade trees along the walking path of the park provides residents with shade as they exercise on the outdoor fitness equipment.

Project Impact and Enhancements	Fifteen (15) total trees will be planted: twelve (12) <i>Quercus virginiana</i> (Cathedral Live Oak) and three (3) <i>Bursera simaruba</i> (Gumbo Limbo). The Village is not designated as a Tree City; however, Village staff has reviewed the eligibility requirements and is researching the feasibility of joining and maintaining the status. This project will enhance trees at our local park and tot lot, a waterfront park where trees were lost following Hurricane Irma.
Community Engagement Plan	The Village's primary methods of communicating with residents is through the website, social media, and delivering flyers through direct mail (utility bill) or door to door canvassing. The Village has a Beautification Advisory Board that has expressed a desire for more shade trees throughout the Village. The Village's elected officials host monthly live chats on social media, and our efforts to increase tree canopy will be discussed. Finally, the Village will send out a press release to local news outlets promoting the project.
Maintenance Plan	In the short-term the trees will be monitored daily and watered during the 60 day grow-in period. No fertilizer will be used unless recommended by a licensed arborist to minimize pollutants to Biscayne Bay. The Village's public works staff will continue to monitor the trees weekly and prune the trees as necessary. If a tree is not thriving, a licensed arborist will inspect the tree and recommend the next course of action. The Village has a tree maintenance allowance in the approved budget, and these trees will be maintained until they reach the end of life.
Three Anticipated Measurable Outcomes	1. Plant 15 Florida Native Trees by June 30, 2019. 2. Educate 1,000 residents on the proper maintenance of trees and right tree right place principles by August 30, 2019. 3. Host one ceremonial tree planting in celebration of Earth Day/Arbor Day to kick off the tree planting efforts.
Does the municipality / organization agree to enter into an Interlocal Agreement for periodic reporting for tree plantings by January 31, 2019?	Yes
Project Timeline	Contract Execution with Neat Streets and procurement of trees - 3/1/2019 - 3/30/2019 Finalize planting sites and notify residents-4/1/2019 - 4/30/2019 Plant Trees - 5/1/2019-6/30/2019 Monitor Newly Planted Trees - 6/30/2019-8/30/2019 Submit Final Reports - 9/1/2019-9/30/2019
Amount of Grant Funds Requested in \$	5007.00
Amount of Matched Funds in \$	0
In-kind / Grant / Donations in \$	5007.00
Please describe in-kind, grants or donations, if any	In-Kind includes cost for force account labor, force account equipment, and supplies.
Total Budget	10014.00
Additional comments?	The Village Manager and Attorney is reviewing the reporting agreement to determine if Commission approval is necessary. The Village will send it to Neat Streets once it is signed.
Landscape Rendering:	Neat Streets Tree Plan-NBV.pdf
Before Photos	NBV-Images of Tree Sites.pdf
Detailed Budget	NBV-Neat Streets 2019-Budget.pdf
If the Interlocal Agreement has not been signed by grantee by the submission deadline, when do you anticipate your organization signing the Interlocal Agreement?	02-28-2019

**DETAILED BUDGET
REQUIRED TEMPLATE**



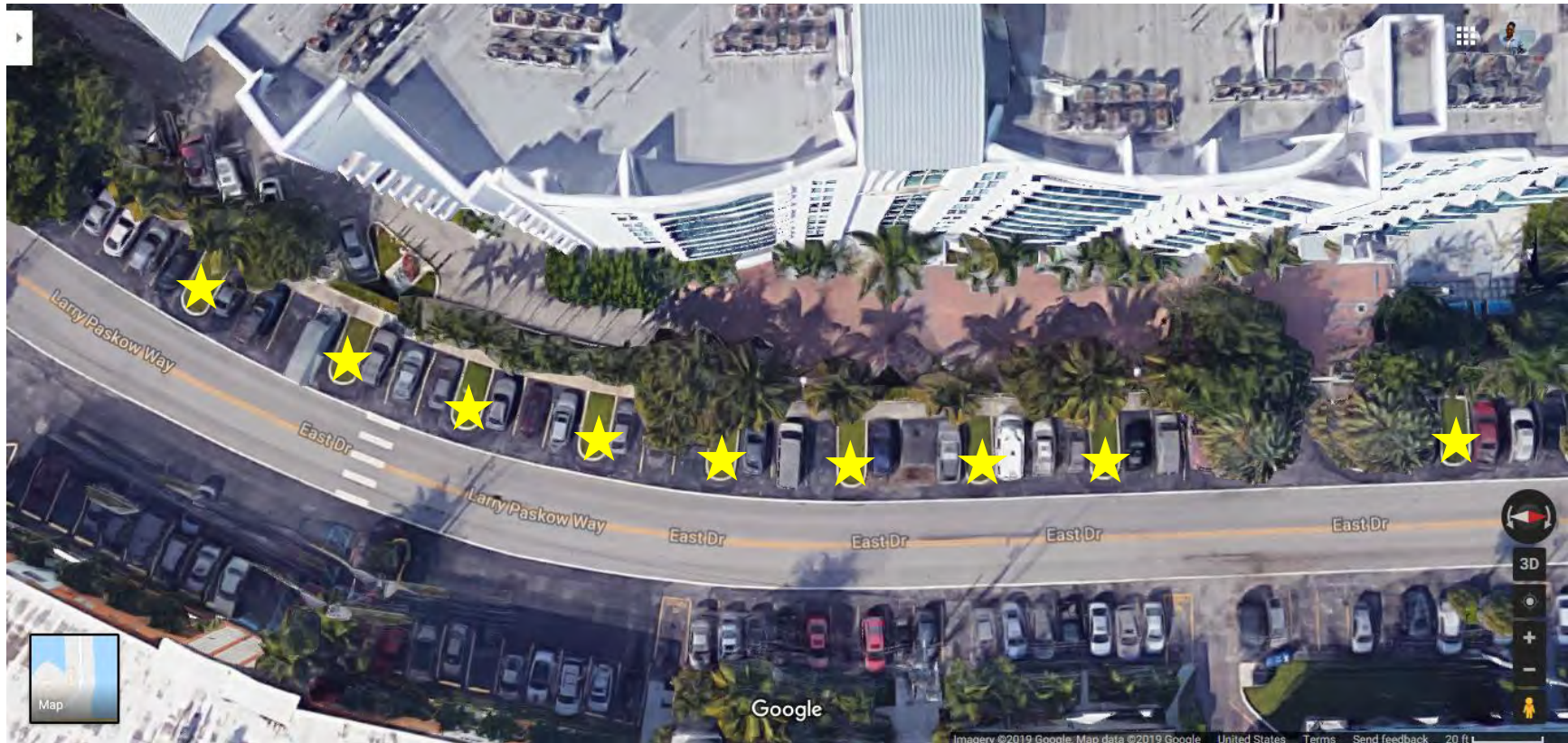
**PROPOSED BUDGET
NORTH BAY VILLAGE
NORTH BAY VILLAGE TREE PLANTING PROJECT**

	Cost Estimate Per Tree	Number of Trees	Grant Funds	Match Funds	Total Estimated Budget
DIRECT COSTS:					
Quercus virginiana (Cathedral Live Oak)	\$ 700.00	12	\$ 4,200.00	\$ 4,200.00	\$ 8,400.00
Bursera simaruba (Gumbo Limbo)	\$ 500.00	3	\$ 807.00	\$ 693.00	\$ 1,500.00
<i>Total number of trees</i>		<i>15</i>			\$ -
INDIRECT COSTS					
Inkind Labor*			\$ -	\$ 114.00	\$ 114.00
TOTAL ESTIMATED COSTS:			\$ 5,007.00	\$ 5,007.00	\$ 10,014.00

*In-Kind = Village staff to inspect trees prior to planting - \$28.50/hr x 4 hours.
Tree size will range from 14' to 16'



★ Three (3) Cathedral Oak Trees
1735 North Treasure Drive- center median between Mutiny Ave and Hispaniola Ave
Power lines are located on the south side of street 35 feet from planting area.



Nine (9) Cathedral Oak Trees
7900 Harbor Island Drive in bulb outs along East Drive.
Power lines located across the street from planting area, no interference.



Three (3) Gumbo Limbo Trees
Dr. Paul Vogel Park 7920 West Drive
Power located front of park 150 feet east of the planting area, No interference.



1735 North Treasure Drive





NORTH BAY VILLAGE TREE PLANTING SITES





Harbor Island Drive Bulb Outs





NORTH BAY VILLAGE TREE PLANTING SITES





NORTH BAY VILLAGE TREE PLANTING SITES





NORTH BAY VILLAGE TREE PLANTING SITES





NORTH BAY VILLAGE TREE PLANTING SITES





NORTH BAY VILLAGE TREE PLANTING SITES





NORTH BAY VILLAGE TREE PLANTING SITES





Dr. Paul Vogel Park





NORTH BAY VILLAGE TREE PLANTING SITES





Exhibit B: GRANTEE FINAL REPORT
20__ Matching Street Trees Grants Program

Organization's name: _____
Person completing report and title: _____
Phone: _____
Email: _____

Submit Final Report by _____.

Narrative: In no more than two pages, please share the information below about the program supported by Miami-Dade County and Neat Streets Miami.

1. Summarize in a few sentences what you have accomplished to date: What you have done; for whom and how many; how they have benefitted? How many trees planted using grant funds and matched funds?
2. Have you accomplished to date what you expected to in terms of implementing the project? If not, why not? Did you encounter any unexpected challenges and if so what adjustments did you need to make?
3. Has this project had an impact on the broader community issue or systems you seek to improve? If so, how? Do you plan to sustain this program when our grant ends, and if so, what are your plans for doing so? Has our grant helped you secure other dollars or resources you need to sustain it? If so, please explain.

Optional: Tell us a story about the program's impact - one that reflects how this program is making a difference in people's lives or an accomplishment that makes you particularly proud.

Outcomes: Refer to Three Anticipated Outcomes, as described in awardee's grant application. What were the top three outcomes you wanted to achieve for those you reached and served that would show how participants were better off as a result of the program? What results did you achieve?

What was the desired outcome?	What were your results?

Did this project shade a bus or trolley stop? If so, please provide the location(s).

Did this project shade a gateway or transit corridor? If so, please provide the location(s).

Did this project shade a street leading to a park or a school? Did this project shade a park or school? If so, please provide the location and name of the park and/or school.

Did the organization enter into an interlocal agreement to report tree planting with Miami-Dade County? If so, provide a copy of the executed agreement. If not, please explain.

Outreach and Activities: List the main activities listed in your outreach plan in the grant application and provide information related to each

What was the activity? (Include where, when and how often activities took place.)	How many did you reach?

Financial Reporting: List invoice, invoice date, description of services, check number and check date associated with this project.

Invoice Number	Invoice Date	Description of Services	Check Number	Check Date	Check Amount

Required Attachments:

- Final Approved Budget
- Invoices
- Proof of Payment
- Final Approved Landscape Plan
- "After" photos illustrating how corridor was transformed.
- Data Tracking Report: include DBH and latitude/longitude coordinates for each tree planted with grant and match funds
- Outreach Efforts: Press Release, educational materials and photos of outreach efforts or other materials that reflect your work, its impact and any references to Miami-Dade County and Neat Streets Miami support.

Please submit this Exhibit B Grantee Final Report and related attachments by email in one PDF document to: Jennifer.Llorente@miamidade.gov

MAYORS' CLIMATE ACTION PLEDGE

A PLEDGE OF THE MUNICIPALITIES OF [INSERT NAME] COUNTY ENDORSING THE MAYORS' CLIMATE ACTION PLEDGE, AFFIRMING SUPPORT FOR THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT, AGREEING TO CONSIDER IMPLEMENTING THE REGIONAL CLIMATE ACTION PLAN IN WHOLE OR IN PART AS APPROPRIATE FOR EACH MUNICIPALITY, AND URGING ALL MAYORS OF [INSERT NAME] COUNTY TO SUPPORT THE MAYORS' CLIMATE ACTION PLEDGE.

WHEREAS, Florida is considered one of the most vulnerable areas of the country to the consequences of global climate change with Southeast Florida being at the frontline to experience the impacts of a changing climate, especially sea level rise; and

WHEREAS, in recognition of the need for immediate, coordinated and visionary action to address the impacts of a changing climate and provide for economic and environmental resilience in Southeast Florida, in 2010 the counties of Palm Beach, Broward, Miami-Dade and Monroe (Compact Partners) entered into the Southeast Florida Regional Climate Change Compact (Compact); and

WHEREAS, further recognizing the role of State water managers and local governments in this regional initiative, the South Florida Water Management District and one municipal representative from each participating county were invited to participate in this early phase; and

WHEREAS, in accordance with the Compact commitment and through a two year collaborative process involving nearly 100 subject matter experts representing public and private sectors, universities, and not-for-profit organizations, the Compact Partners developed the Regional Climate Action Plan (RCAP); and

1 WHEREAS, the RCAP offers recommendations that provide the common
2 integrated framework for a stronger and more resilient Southeast Florida, including:

- 3 • Providing the common framework for Sustainable Communities and
4 Transportation Planning to be aligned across the region
- 5 • Recognizing the need to protect and address vulnerable Water Supply,
6 Management and Infrastructure and preserve fragile Natural Systems and
7 Agricultural resources
- 8 • Providing steps to move towards resilience and reducing emissions
9 through exploring alternatives and decreasing the use of Energy and Fuel
- 10 • Building upon strength as effective emergency responders and integrating
11 climate change hazards in Risk Reduction and Emergency Management
12 Planning
- 13 • Providing for effective Public Outreach initiatives to educate the public on
14 the consequences of climate change and providing guidance for
15 developing and influencing Public Policies related to climate change; and

16 WHEREAS, recognizing that there are more than 100 municipalities within the
17 region that will play an important role in the implementation of the RCAP, the Compact
18 Partners included municipalities in the development of the RCAP; and

19 WHEREAS, municipalities individually have been working to achieve
20 sustainability, and the RCAP presents an opportunity to align these individual local
21 efforts with the regional framework and vision; and

22 WHEREAS, municipalities and Leagues of Cities played a key role in the annual
23 Regional Climate Leadership Summits, participated in RCAP Working Groups and now
24 is the time to solidify local government support to advance the RCAP; and

1 WHEREAS, the RCAP does not provide a mandate but rather serves as a living
2 document (guidance) with options that each regional and local government may align to
3 their own plans and adopt and utilize based on their interests and vision for the future;
4 and

5 WHEREAS, the willingness of counties and municipalities to jointly develop and
6 advocate for mutually beneficial agreements, policies and strategies intended to
7 influence regional, state and national resilience efforts advances “Good Neighbor”
8 relationships; and

9 WHEREAS, in 2005 the U.S. Conference of Mayors adopted the U.S. Mayors’
10 Climate Protection Agreement (Mayors’ Agreement) that became a national model for
11 effective collaboration and the framework for more than 1,000 municipalities throughout
12 the nation to take actions to reduce global warming and address the impacts of a
13 changing climate (climate disruption); and

14 WHEREAS, in 2012 the need exists for Mayors within the region of Southeast
15 Florida to collaborate on a renewed agreement that will advance regional climate action
16 planning within Southeast Florida efforts while continuing to advance the national goals
17 of the U.S. Mayors’ Agreement; and

18 WHEREAS, utilizing the U.S. Mayors’ Agreement as a model for influencing
19 regional climate policies and effective public outreach, all municipalities throughout the
20 Southeast Florida region are invited to sign on to the 2012 South Florida Mayors’
21 Climate Action Pledge and to collaborate on implementation of the RCAP starting today
22 and for tomorrow; NOW, THEREFORE,

23
24 BE IT PLEDGED THAT:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Section 1. The municipality of _____ endorses the Mayors' Climate Action Pledge.

Section 2. The municipality of _____ affirms support for the Southeast Florida Regional Climate Change Compact.

Section 3. The municipality of _____ agrees to consider integrating the Regional Climate Action Plan framework in whole or in part as appropriate for each municipality into existing and future municipal sustainability action plans, comprehensive plans and/or climate action plans where and when appropriate and financially feasible.

Section 4. The municipality of _____ urges all Mayors within [INSERT NAME] County to join the Mayors' Climate Action Pledge.

Section 5. EFFECTIVE DATE.

This Pledge shall become effective upon adoption.

ADOPTED this _____ day _____, 2013.

ORDINANCE NO. 2019- _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE IV, CHAPTER 32, ENTITLED “DEPARTMENTS AND BOARDS,” OF THE VILLAGE CODE OF ORDINANCES, AND CHAPTER 4, “ADMINISTRATION AND ENFORCEMENT,” BY MODIFYING THE COMPOSITION OF THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commission of North Bay Village (the “Village”) wishes to increase resident participation in the Village’s land development process; and

WHEREAS, to accomplish that objective, the Village Commission desire to change the composition of the Planning and Zoning Board by increasing its membership by two (2) members; and

WHEREAS, the Village Commission finds that this amendment improves the quality of life within the Village and is in the best interest of its residents.

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

Section 1. Recitals Incorporated. The above-stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Village Code of Ordinances Amended. The North Bay Village Code of Ordinances is hereby amended to read, as follows:

Chapter 4 – ADMINISTRATION AND ENFORCEMENT

* * *

DIVISION 2. – COMMISSION, BOARD, AND ADMINISTRATIVE OFFICIALS

* * *

§ 4.10 Planning and Zoning Board.

* * *

C. *Board membership.*

* * *

- 2. Membership of the board will consist of ~~five~~ seven members to be appointed by the Village Commission. Members shall be appointed for a term of two years, coinciding with the term of office of Village Commissioners.

* * *

E. *Quorum and voting.*

The presence of ~~three~~ four members constitutes a quorum. A majority vote of the board shall be required on all decisions and recommendations to be made to the Village Commission.

* * *

Chapter 32 – DEPARTMENTS AND BOARDS

* * *

PLANNING AND ZONING BOARD

§ 32.30 - Creation; members.

(A) *Created; composition.* A Planning & Zoning Board is hereby created which shall be composed of ~~five~~ seven members to be appointed by the Village Commission. The Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island and ~~two~~ four at-large members.

* * *

Section 3. **Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for

any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in Code. The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption on first reading. This motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED on first reading on this _ of April, 2019.

PASSED AND ENACTED on second reading on this _ day of _____, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera,
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST TO AMEND THE STIPULATION ADOPTED IN RESOLUTION 92-39 FOR PROPERTY GENERALLY LOCATED AT 7601 EAST TREASURE DRIVE TO AMEND THE PARKING REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY)

WHEREAS, on December 28, 1992, the Village entered into a Stipulation (the “Stipulation”) for the purposes of settlement and resolution of litigation with the then property owner of property generally located at 7601 East Treasure Drive, now known as Grandview Palace Condominiums (“Grandview Palace”) for the purposes of setting parking requirements; and

WHEREAS, the Village Commission of North Bay Village (the “Village Commission”) approved the Stipulation pursuant to Resolution No. 92-39 on December 22, 1992; and

WHEREAS, the Stipulation set a parking requirement for Grandview Palace Condominium of 1,119 parking spaces based on the number and mix of residential units, the existing retail area, and boat slips that were in place or approved for completion at that time; and

WHEREAS, Paragraph 6 of the Stipulation provided that if off-site parking was obtained by Grandview Palace, a covenant running with the land would be required and that said covenant would be subject to release or modification only by resolution of the Village Commission; and

WHEREAS, on September 8, 1995, the property located at 1850 79th Street Causeway (the K-Lot) was dedicated to provide off-site parking for Grandview Palace through the recording of a Covenant Running with the Land in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the “Covenant”) pursuant to the Stipulation; and

WHEREAS, subsequently, a 2012 Final Judgment confirmed that the requirements of the

stipulation and covenant were open for revision stating “Nothing in this Order prevents... modification of the stipulation and the covenant running with the land, nor the elimination of it entirely if the parties agree”; and

WHEREAS, The Atkinson Trust, LLC, is the current owner of the K-Lot; and

WHEREAS, Baranof Holdings, LLC, a Texas Limited Liability Company, (K-Lot Contract Owner) is the contract purchaser of the K-Lot; and

WHEREAS, K-Lot Contract Owner has filed, and the Village Commission has approved, applications for site plan for the K-Lot and parking waiver for Grandview Palace¹ have been approved providing for redevelopment on the K-Lot upon the completion of the purchase, which redevelopment will include retail and public storage, parking for Grandview Palace and parking available for the public (the “2019 Approval”) and

WHEREAS, the 2019 Approval requires modification of the Stipulation to address the amount of required parking, pursuant to the Village Code of Ordinances for Grandview Palace ; and

WHEREAS, upon completion of the purchase of the K-Lot property, K-Lot Contract Owner and Grandview Palace desire, consistent with the 2019 Approval, to enter into the Stipulation with the Village addressing the Grandview on-site and off-site (K-Lot) parking requirement; and

WHEREAS, all other parts of the Stipulation will remain in full force and effect; and

WHEREAS, the amended Stipulation will preserve the necessary required parking for Grandview Palace, as approved by the 2019 Approval, while supporting redevelopment, the Village goals for community revitalization, and provide much needed public parking.

¹ Grandview Place is a co- applicant for the parking waiver.

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

Section 1. Recitals.

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

Section 2. Approval.

Paragraph 1 of the Stipulation as adopted by the Village in Resolution No. 92-39 is hereby amended as follows²:

Section 3. Stipulation Ratification.

The Stipulation, as adopted on December 22, 1992 in Resolution No. 92-39, and executed on December 28, 1992, as amended by this Resolution, remains in full force and effect in accordance with the terms and conditions thereof. All other terms, covenants, stipulations and Resolutions not otherwise amended are hereby confirmed and ratified.

Section 4. Other Approvals.

Approval of this request does not constitute a development approval and does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Section 5. Authorization. Upon transfer of title of the K-Lot from The Atkinson Trust, LLC, to Baranof Holdings, LLC, the Village Manager is directed to execute the First Amendment to the Stipulation, in the form attached hereto as Exhibit "A", subject to such changes as to form as may be acceptable to the Village Attorney. It is understood and agreed that no Party to the First Amendment to the Stipulation will execute the agreement until after Baranof Holdings, LLC has obtained title to the K-Lot.

Section 6. Effective Date.

This Resolution shall become effective immediately upon adoption. The Stipulation shall become effective only upon execution by the Village, Grandview Palace Condominium Association, and Baranof Holdings, LLC upon conveyance of title of the K-Lot off-site parking parcel located at 1850 Kennedy Causeway to Baranof Holdings, LLC.

The foregoing Resolution was offered by _____, who moved for its adoption. This

motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED and ADOPTED this _____ day of April, 2019.

MAYOR BRENT LATHAM

ATTEST:

ELORA RIERA
Village Clerk

APPROVED AS TO FORM:

Village Attorney

First Amendment to Stipulation

WHEREAS, on December 28, 1992, the Village entered into a Stipulation (the “Stipulation”) for the purposes of settlement and resolution of litigation in Case No. 10330-CA-28, Eleventh Judicial Circuit Dade County, Florida, with the then property owner of property generally located at 7601 East Treasure Drive, now known as Grandview Palace Condominiums (“Grandview Palace”) for the purposes of setting parking requirements; and

WHEREAS, the Village Commission of North Bay Village (the “Village Commission”) approved the Stipulation pursuant to Resolution No. 92-39 on December 22, 1992; and

WHEREAS, the Stipulation set a parking requirement for Grandview Palace Condominium of 1,119 parking spaces based on the number and mix of residential units, the existing retail area, and boat slips that were in place or approved for completion at that time; and

WHEREAS, Paragraph 6 of the Stipulation provided that if off-site parking was obtained by Grandview Palace, a covenant running with the land would be required and that said covenant would be subject to release or modification only by resolution of the Village Commission; and

WHEREAS, on September 8, 1995, the property located at 1850 79th Street Causeway (the K-Lot) was dedicated to provide off-site parking for Grandview Palace through the recording of a Covenant Running with the Land in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the “Covenant”) pursuant to the Stipulation; and

WHEREAS, subsequently, a 2012 Final Judgment confirmed that the requirements of the stipulation and covenant were open for revision stating “Nothing in this Order prevents... modification of the stipulation and the covenant running with the land, nor the elimination of it entirely if the parties agree”; and

WHEREAS, Baranof Holdings, LLC, a Texas Limited Liability Company, (K-Lot Contract Owner) is the contract purchaser of the K-Lot; and

WHEREAS, K-Lot Contract Owner has filed, and the Village Commission has approved¹, applications for site plan for the K-Lot and parking waiver for Grandview Palace have been approved providing for redevelopment on the K-Lot upon the completion of the purchase, which redevelopment will include retail and public storage, parking for Grandview Palace and parking available for the public (the “2019 Approval”) and

WHEREAS, the 2019 Approval requires modification of the Stipulation to address the amount of required parking pursuant to Village Code of Ordinances and the provision of 75 off-site parking spaces on the K-Lot for Grandview Palace by K-Lot Contract Owner; and

WHEREAS, this First Amendment to the Stipulation will preserve required parking for Grandview Palace while supporting redevelopment, the Village goals for community revitalization, and providing much needed public parking.

WHEREAS, all other parts of the Stipulation will remain in full force and effect.

NOW, Then, in consideration of the premises and mutual covenants this day entered into the parties hereby agree the following Stipulation paragraphs are amended and all other provisions of the Stipulation remain in full force and effect²:

1. The Project requires ~~1119~~ 1057 parking spaces based on the number and mix of residential units, the existing retail area, and boat slips presently in place ~~or approved for completion~~. Of said ~~1119~~ 1057 spaces, all legally required handicapped spaces ~~22~~ shall conform to applicable ~~City Code~~ requirements for handicapped parking.
2. ~~Said 1119 spaces shall conform to current City Code requirements as relates to the percentage of allowable spaces that may be classified as “compact spaces. Of the~~

¹ Grandview Palace was a co-applicant for the 2019 parking waiver application which waived the amount of off-site required parking for the Grandview Palace provided on the K-Lot from require 75 parking spaces off-site.

² Additions to the 1992 Stipulation are shown in underline. Deletions to the 1992 Stipulation are shown in ~~strikethrough~~.

approved 1057 required spaces, as provided by Village Code of Ordinances, 975 spaces are located on-site and conform to the existing configuration and dimensions as provided in the “Grand View Palace – Existing Parking Layout” dated March 2017, by Moino/Fernandez Architects, limited to Sheets A-1, A-2, A-5, A-6, A-7, and A-8, recognizing G2-457 is configured as two parking spaces and accounting for the elimination, or infeasible use, of spaces A82, E90, A-106, L-161, 1-164, L-160A, G1-384, and P-3. Pursuant to the requirements of the Village Code, reconfiguration of the on-site parking requires written approval by the Village Manager. The written approval from the Village amending the on-site configuration shall have the effect of modifying this paragraph. In addition to the on-site parking, 75 parking spaces shall be provided off-site on the property located at 1850 Kennedy Causeway which spaces shall be dedicated for the use of Grandview Palace as provided for and as shown in the site plan submitted to the Village dated February 15, 2019. Said off-site parking spaces shall conform to current City Code requirements for standard parking spaces.

Baranof Holdings, LLC

Andrew Aiken
Managing Partner

Grandview Palace
Condominium Association

By: _____

North Bay Village

ATTEST:

Elora Riera
Village Clerk

Dr. Ralph Rosado
Interim Village Manager

APPROVED AS TO FORM:

Village Attorney

RESOLUTION NO. R92-39

A RESOLUTION OF THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO SETTLEMENT OF CERTAIN LITIGATION BETWEEN THE CITY AND FLAMINGO HOLDING PARTNERS AND THE BANK OF NEW YORK; RESOLVING THE ISSUE OF PARKING REQUIREMENTS OF THAT PROJECT KNOWN AS FLAMINGO PLAZA/NORTH BAY LANDING; MAKING FINDINGS OF FACT APPROVING A PROPOSED STIPULATION FOR SETTLEMENT AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of North Bay Village has been a party to an action styled GORDON vs. HOLLO recently and presently pending in the Circuit Court for the Eleventh Judicial Circuit in and for Dade County, Florida, Case No. 90-10330-CA-28, and

WHEREAS, said case has proceeded to final judgment of foreclosure entered on July 4, 1992, and

WHEREAS, appeals have been taken by various parties from said Order which said appeals are presently pending in the Third District Court of Appeal for the State of Florida, Case No. 92-02446, and

WHEREAS, the primary issues involving the City before the Trial Court were:

- (a) the viability of a unity of title covenant;
- (b) development rights transferred to the Project known as FLAMINGO PLAZA/NORTH BAY LANDING from the adjacent property to the south known as CARIBBEAN TOWERS, and
- (c) required parking to accommodate the FLAMINGO PLAZA/NORTH

BAY LANDING Project and

WHEREAS, the Final Judgment of Foreclosure resolves the issue of the unity of title as relates to Caribbean Towers and the issue of transfer of development rights from CARIBBEAN TOWERS (subject to future appellate action) said Judgment addresses but does not resolve the issue of parking at FLAMINGO PLAZA/NORTH BAY LANDING, and

WHEREAS, the aforesaid litigation has continued for several years at substantial cost to the City for Court costs, attorney's fees, and administrative time and effort, and

WHEREAS, a proposal has been made by FLAMINGO HOLDING PARTNERSHIP as titleholder to said Project to provide permanent parking to accommodate the parking requirements of the Project and

WHEREAS, the City Manager and City Attorney have negotiated with FLAMINGO HOLDING PARTNERSHIP and THE BANK OF NEW YORK, which negotiations have resulted in a proposed Stipulation for Settlement, a copy of which is attached hereto and made a part of this Resolution in its entirety, and



WHEREAS, it is the intent and desire of this Commission in the best interest of the City to resolve litigation where appropriate and to avoid future litigation to the extent possible, and the Commission finds that the settlement proposed in said Stipulation will at least resolve the pending litigation between the City and FLAMINGO HOLDING PARTNERSHIP/BANK OF NEW YORK and obviate future litigation concerning the issues pending between said parties,

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

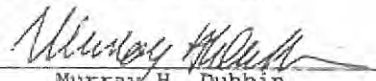
Section 1: The Stipulation which is attached to and made a part of this Resolution is approved in its entirety as presented and the City Attorney is authorized to execute the same on behalf of the City;

Section 2: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 22ND day of December, 1992.

Attest  _____  _____
 Sally MacDonald, City Clerk *JAMES DiPietro* DR. PAUL VOGEL, MAYOR
CITY MANAGER

APPROVED AS TO FORM :

 _____
 Murray H. Dubbin,
 City Attorney

FINAL ADOPTION:

Mayor Paul Vogel	<u>Yes</u>
Vice Mayor Irving Leighton	<u>Aye</u>
Commissioner Alvin M. Blake	<u>Yes</u>
Commissioner George Rodriguez	<u>Yes</u>
Commissioner Deborah Mash-Geller	<u>Absent</u>

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

ROBERT GORDON,

CASE NO. 10330-CA-28

Plaintiff,

vs.

TIBOR HOLLO, et al.,

Defendants.

STIPULATION

The undersigned counsel for three of the parties to this action, to-wit: NORTH BAY VILLAGE (the "CITY"), THE BANK OF NEW YORK (the "BANK"), and FLAMINGO HOLDING PARTNERSHIP ("FHP"), hereby stipulate and agree as follows:

RECITALS:

1. On July 24, 1992, the Circuit Court of Dade County, Florida, entered its Final Judgment of Foreclosure in the above cause which said that final judgment is made a part of this Stipulation by reference. (The Judgment)

2. Notices of Appeal have been filed by the Bank and FHP, Florida East Coast Properties, as well as ROBERT GORDON, Plaintiff, whereby the matters which are the subject of appeal are presently pending in the Third District Court of Appeal, albeit, there continued to be undisposed issues remaining for resolution pending before the Circuit Court in the above styled case. BANK and FHP represent that FHP as titleholder has full authorization to bind the Project, as hereinafter defined, to the terms of this Stipulation.

CASE NO. 90-10330-CA-28

3. This case has resulted in the foreclosure of a mortgage on the property to the south of North Bay Landing, creating an issue as to the adequacy of the motor vehicle parking at North Bay Landing. Originally, North Bay Landing and the foreclosed property were under common ownership and a common parking arrangement. The purpose of this Stipulation is only to address and resolve the motor vehicle parking issue between the CITY and FHP. FHP represents that it is aware of no other issues to be resolved between the CITY and other parties to this Stipulation.

4. The North Bay Landing project (the "Project"), is defined to mean that real property situated and lying in North Bay Village, Florida, which is described in Exhibit "A" attached hereto and made a part hereof. Said property contains improvements consisting of residential apartment units, retail area, slips presently in place or approved for completion and parking facilities all as presently in place or approved for completion and parking facilities, all as presently in place or approved and permitted for completion; these improvements are also described in Exhibit "A."

5. The Bank has acted as lead lender and mortgage holder of record with respect to the Project which was originally developed as Flamingo Plaza. In March of 1990, FHP acquired title to the Project from the original developer.

6. The project was developed pursuant, in part, to variances granted by the CITY in 1982 and litigation which interpreted and construed said variances which said litigation was completed in

CASE NO. 90-10310-CA-28

1984.

7. The instant litigation involving the Project has been and continues to be extensive and costly. It is the intent and purpose of the parties to settle and resolve all disagreements between them relating to parking requirements for the Project and such other issues as may hereafter be addressed in order to settle and resolve all present litigation and prevent future litigation between the parties to this Stipulation.

Now Then, in consideration of the premises and mutual covenants this day entered into it is hereby agreed as follows:

1. The Project requires 1119 parking spaces based on the number and mix of residential units, the existing retail area, and boat slips presently in place or approved for completion. Of said 1119 spaces, 22 shall conform to applicable City Code requirements for handicapped parking.

2. Said 1119 spaces shall conform to current City Code requirements as relates to the percentage of allowable spaces that may be classified as "compact" spaces.

3. FHP shall at FHP's expense, retain an AIA member Florida licensed architect to certify to the CITY the number and type of conforming spaces available to serve North Bay Landing.

4. The parties understand and agree that the number and mix of parking spaces as set forth above will not entitle FHP, including its successors and assigns, to additional project growth (such as, for example, additional residential units, retail

CASE NO. 90-10330-CA-28

facilities, or marina slips) without subsequent application and other compliance with the applicable provisions of the comprehensive master plan, zoning code, building code, ordinances, and other requirements as then in effect. This Stipulation shall not serve to bind the CITY to the grant of any future variances or special use exceptions which may be applied for by FHP, its successors or assigns.

5. FHP and the BANK propose to acquire an offsite parcel to be utilized for offsite parking to supplement the onsite parking at North Bay Landing. The proposed parcel is depicted on Exhibit "B" by location sketch and legal description, and same is attached hereto and made a part hereof. It is agreed that if said property is properly developed, paved, and striped in accordance with the City and County Code, and with ingress and egress approved by the State Department of Transportation, it may be used to provide parking to supplement onsite parking at North Bay Landing.

6. In the event of acquisition of said offsite parcel or any other offsite parcel acquired by FHP, its successors and/or assigns, for parking purposes and approved by the CITY that FHP, its successors and/or assigns, shall enter into and record a covenant running with the land approved by the City Attorney which commits the land for perpetual use for parking purposes for North Bay Landing. Said covenant shall provide that it shall be subject to release or modification only by resolution of the CITY Commission. Such a covenant shall be a prior encumbrance upon the

CASE NO. 90-10330-CA-28

property and shall be joined in by all parties who have or claim a title or lian interest in and upon the property.

7. The parties agree that except for performance of the mutual covenants contained and set forth in this Stipulation, and payment by FHP for repair of a damaged sewer line on East Treasure Drive, that each party releases the other of and from all known claims, actions, rights of action, causes, demands or accountings that each has against the other up to and including the date of these presents. Said Release shall be binding upon the parties, their successors and assigns.

8. The parties jointly move this Court to ratify and approve the foregoing Stipulation.

DATED this 28th of December, 1992.

Respectfully submitted,

THE BANK OF NEW YORK and
FLAMINGO HOLDING PARTNERSHIP:

COLL DAVIDSON, CARTER, SMITH,
SALTER & BARKETT, P.A.
3200 - Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131
Ph: (305) 373-5200

By: *Vance E. Salter*
VANCE E. SALTER
Fla. Bar No. 232981

SENT BY:TAYLOR BRION

3- 2-95 : 10:28 :

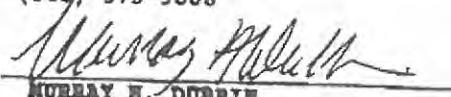
305 1578- ?41Z_ Q11 11A! 82:# 7112

CASE NO. 90-10330-CA-28

FOR THE CITY OF NORTH BAY VILLAGE:

DOBBIEN, BERKMAN, BLOOM & KARAN
650 - Rivergate Plaza
444 Brickell Avenue
Miami, Florida 33131
Ph: (305) 373-3606

By:



MURRAY E. DOBBIE
Fla. Bar No. 020703

SENT BY:TAYLOR BRION


: 3- 2-95 : 10:28 :

3 371 4578- 741Z GJE LAI 02:4

CASE NO. 90-10330-CA-28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Stipulation has been forwarded by U.S. Mail to those listed on the attached Service List this 30th day of December, 1992.

By: 
MURRAY H. DUBBIN

Tract A, Block 3, First Addition of Treasure Island, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02° 25' 14" West of the Southwest corner of said Tract "A"; thence run North 63° 43' 21" East, a distance of 225.67 feet of the northeasterly line of said Tract "A"; thence North 47° 53' 36" West along the Northeasterly line of said Tract "A" a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road 828; thence South 42° 26' 03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83° 38' 15" and a radius of 650.48 feet an arc distance of 142.63 feet through an angle of 12° 33' 49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57° 25' 06" and a radius of 25 feet an arc distance of 35.05 feet to the end of said radial return and a point on the West line of said Tract "A"; thence South 02° 25' 14" East of said West line of said Tract "A" a distance of 3.95 feet to the POINT OF BEGINNING.

EXHIBIT "A"

SENT BY:TAYLOR BRION

3- 2-95 : 10:28 :

305 1576- ?QIZ_ Q-# NA1 DZ:#10/12

All of Lots 1 and 2, Block 8, FIRST ADDITION TO TREASURE ISLAND, Plat Book 53 at Page 65 of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53, at page 65 of the Public Records of Dade County, Florida; thence run North along the East Line of said Lot 2 for a distance of 69 feet to a point; thence run West along a line of 69 feet North of and parallel to the South Line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 187.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53 at Page 65, of the Public Records of Dade County, Florida.

PLUS Improvements as Existing or Approved for Completion:

506 Two-Bedroom Apartment Units
 670 Sq. Ft. Office Space
 15,200 Sq. Ft. Retail Space
 Marina Facility with 106 Slips and 32 Davits

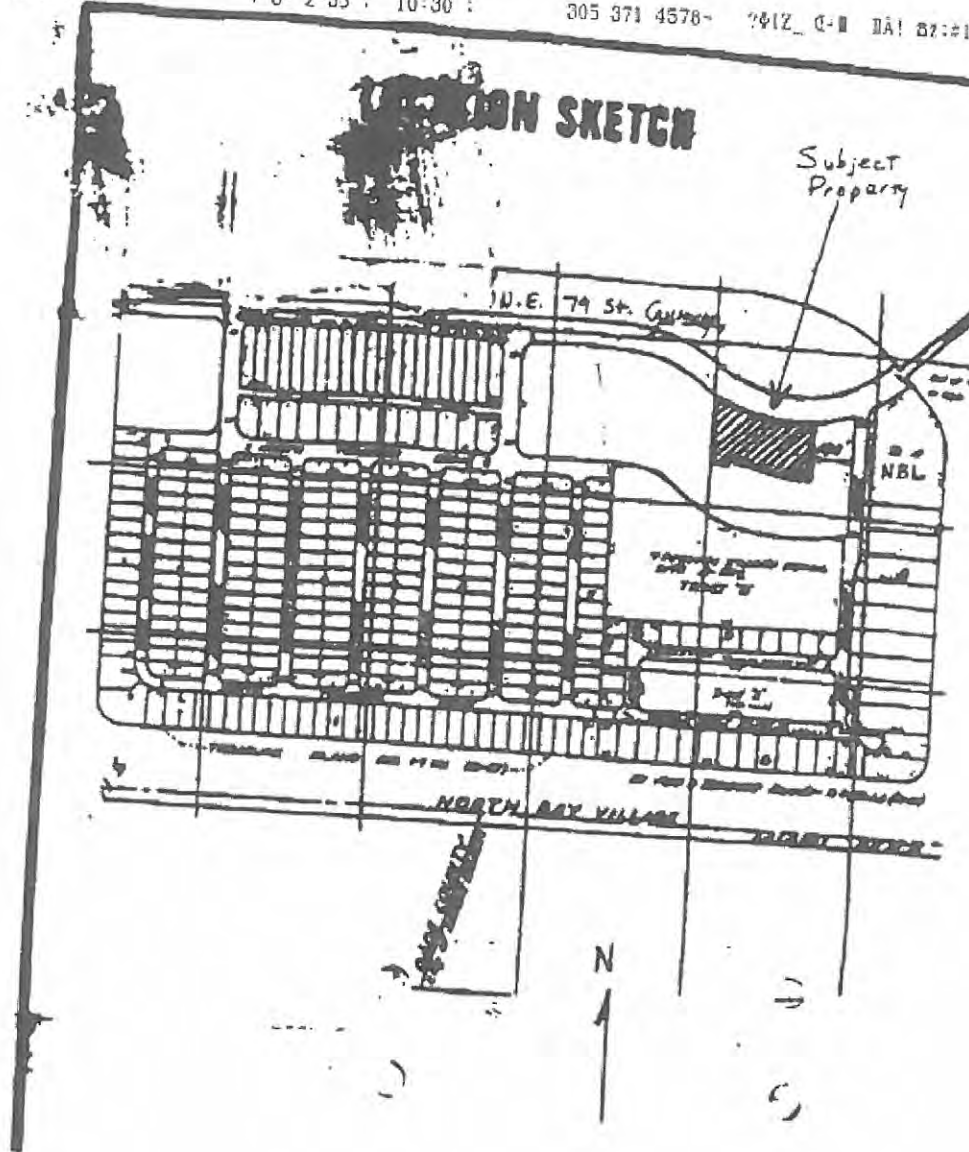
-2-

SENT BY: TAYLOR BRION

: 3-2-95 : 10:30 :

305 371 4578-

741Z, C-II DA! 87:#11/1:



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 highway right-of-way of proposed Northeast seventy-ninth street causeway, which same is recorded in Plat Book No. 25 at Page 70 of the Public Records of Dade County, Florida; Thence North 88 degrees 41' 24" east along the center line of the above right-of-way for 1560.00 feet to a point; thence south 1 degree 37' 00" east for 30.00 feet to a point on the south right-of-way of said 79 St. Causeway; thence North 88 degrees 41' 24" east along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 887.82 feet and a central angle of 38 degrees 12' 00" for an arc distance of 371.81 feet to a point of reverse curvature; thence to the left along a curve having a radius of 650.48 feet and a central angle of 11 degrees 09' 40" for an arc distance of 126.14 feet to the point of beginning; thence continue along the aforementioned curve having a central angle of 37 degrees 02' 17" for an arc distance of 420.23 feet to a point; thence south 1 degree 37' 00" east for 208.71 feet to a point of curvature of a curve to the right; thence to the right along said curve having a radius of 853.98 feet, a central angle of 12 degrees 57' 47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 324.98 feet, a central angle of 27 degrees 40' 09" and an arc distance of 184.98 feet to a point; thence south 1 degree 37' 00" east for 18.18 feet to a point; thence south 88 degree 41' 24" west for 68.98 feet to a point; thence north 1 degree 37' 00" west for 238.39 feet to the point of beginning.

EXHIBIT B

Reinaldo Trujillo
 7601 E. Treasure Dr. Unit 1511
 North Bay Village, Fl. 33141
mltra@bellsouth.net

ORDINANCE NO. _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DECLARING A MORATORIUM FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS ON THE ACCEPTANCE OF APPLICATIONS FOR ADMINISTRATIVE REVIEW, SITE PLAN APPROVAL, AND BUILDING PERMITS FOR THE USE OF LAND FOR NEW PUBLIC SELF STORAGE FACILITIES; PROVIDING FOR WAIVERS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR APPEALS; PROVIDING FOR MODIFICATIONS TO VESTED DEVELOPMENTS; REQUIRING EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)

WHEREAS, in recent years, the self-storage industry has proven to be one of the sectors with the most rapid growth in the Florida commercial real estate industry; and

WHEREAS, to prevent the proliferation of self-storage facilities spreading too far, too fast, it is necessary to study the issue to determine the number and locations appropriate for North Bay Village (the “Village”) ; and

WHEREAS, the Village’s desires a commercial corridor with interactive and dynamic uses that promote a vibrant and active lifestyle for Village residents; and

WHEREAS, the Village continuously monitors and reviews the Village’s Comprehensive Plan and Land Development Code to ensure appropriate development within the Village, and from time to time recognizes the need to study and amend aspects of same; and

WHEREAS, the Village Mayor and Commission now desire to exercise its right to research and study the zoning standards necessary to appropriately locate and regulate public self-storage facilities within its jurisdictional boundaries, and therefore directs the Village Manager to return within one hundred twenty (120) days of this action with a report detailing the zoning recommendations for regulation of public self-storage facilities and a draft ordinance that provides revised zoning standards for public self-storage facilities; and

WHEREAS, pending the adoption of the amended regulations, the Village desires to invoke a moratorium or pending ordinance doctrine as referenced in *Smith v. City of Clearwater*, 383 So.2d 681 (Fla. 2nd DCA 1980), with respect to the Village’s Code of Ordinances and Unified Land Development Code, thereby deferring the acceptance, processing and approval of all applications for public self-storage facilities for a period of 180 days, or until the Commission adopts on second reading, the amendments under review and such amendments become effective, whichever occurs earlier, except as provided in this Ordinance; and

46 WHEREAS, the Commission finds that this moratorium is in the best interest and
47 welfare of the residents of the Village.
48

49 NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF NORTH
50 BAY VILLAGE, FLORIDA, AS FOLLOWS:
51

52 Section 1. Recitals. The above Recitals are confirmed, adopted, and incorporated
53 herein and made a part hereof by this reference.
54

55 Section 2. Moratorium Imposed. During the time that this Ordinance is in
56 effect as specified herein, there shall be imposed a moratorium upon the submission and acceptance
57 of applications for administrative review, site plan approval, and building permits for, and the
58 issuance of any development orders and development permits that include provisions for the
59 construction of, new public self-storage facilities within the corporate limits of the Village, unless
60 otherwise excepted herein.
61

62 Section 3. Term. The moratorium imposed by this Section is temporary and, unless
63 lifted earlier or extended by the Mayor and Commission, shall automatically expire six (6) months
64 from the date of adoption of this Ordinance. This moratorium will also be lifted upon the adoption
65 of new land development regulations in the Village, the formulation of which shall be expeditiously
66 pursued.
67

68 Section 4. Waivers. The Mayor and Commission after a public hearing, may grant a
69 waiver to the moratorium provided above and authorize the issuance of building permits for, and
70 development orders and development permits that include provisions for the construction of, new
71 public self-storage facilities within the Village, where it is determined that the specific activity will
72 not detrimentally affect the outcome and implementation of the comprehensive study process being
73 undertaken by the Village for the development of appropriate and effective new public self-storage
74 facilities regulations.
75

76 Section 5. Vested Rights. Nothing in this ordinance shall be construed or applied to
77 abrogate the vested rights of a property owner to begin or complete development where the property
78 owner can demonstrate each of the following:

- 79 (1) An application(s) for administrative review, site plan approval, and/or
80 building permits for public self-storage facilities was filed before, and/or a
81 governmental approval or issuance of same obtained prior to, the earlier of the
82 issuance of a notice of zoning in progress or the effective date of this
83 Ordinance;
- 84 (2) Upon which the owner has detrimentally relied, in good faith, by making
85 substantial expenditures; and
- 86 (3) That it would be highly inequitable to deny the property owner the right to
87 complete the development of the new public self-storage facilities.

88 Any property owner claiming to have vested rights under this Section (4) must file an application
89 with the Village Mayor and Commission for a vested rights determination within ninety (90) days
90 of the effective date of this section. The application shall be accompanied by a fee of \$500.00 and
91 contain a sworn statement as to the basis upon which the vested rights are asserted, together with

92 documentation required by the Village and other documentary evidence supporting the claim. The
93 Village Mayor and Commission shall hold a public hearing on the application and based upon the
94 evidence submitted shall make a determination as to whether the sign owner has established vested
95 rights.

96
97 **Section 6. Appeals.** Appeals from final decisions by the Village Mayor and
98 Commission under Sections (3) or (4) of this Ordinance shall be by the filing of a notice of appeal in
99 the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County in accordance with
100 the Florida Rules of Appellate Procedure for the review of the rulings of commissions or boards.

101
102 **Section 7. Modification to Vested Development.** Within one hundred (120) days of a
103 final determination of vested rights under Section (4), a property owner shall have the right to file an
104 application requesting a modification to the vested development, notwithstanding the moratorium
105 imposed by this section. In considering the applications, the Village Mayor and Commission shall
106 apply all established criteria and land development regulations then in effect, including applicable
107 concurrency regulations, and zoning in progress. This right to apply for modification does not in
108 any manner vest any rights, and such application shall be considered a new application subject to de
109 novo proceedings.

110
111 **Section 8. Exhaustion of administrative remedies.** No property owner claiming that
112 this section as applied constitutes or would constitute a temporary or permanent taking of private
113 property or an abrogation of vested rights may pursue such claim in court unless he or she has first
114 exhausted the administrative remedies provided in this section.

115
116 **Section 9. Implementation.** The Village Manager, Village Clerk, and Village
117 Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to
118 take any and all necessary administrative actions as may be appropriate by their position to
119 execute the purpose of this Ordinance.

120
121 **Section 10. Severability.** The provisions of this Ordinance are declared to be
122 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
123 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
124 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it
125 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any
126 part.

127
128 **Section 11. Effective Date.** This Ordinance shall become effective immediately upon
129 adoption.

130
131
132 [Remaining Page Left Blank]
133
134
135
136
137

138 The foregoing Ordinance was offered by _____, who moved its
139 adoption. The motion was seconded by _____, and upon being put
140 to a vote, the vote was as follows:

141
142

143 **FINAL VOTE AT ADOPTION:**

144

145 Mayor Brent Latham _____
146 Vice Mayor Marvin Wilmoth _____
147 Commissioner Jose R. Alvarez _____
148 Commissioner Andreana Jackson _____
149 Commissioner Julianna Strout _____

150
151

152 PASSED AND ADOPTED on FIRST READING THIS ___ day of _____ 2019.

153

154 PASSED AND ADOPTED on SECOND READING THIS ___ day of _____ 2019.

155
156
157
158

BRENT LATHAN
MAYOR

160
161

162 **ATTEST:**

163
164
165

ELORA RIERA, CMC
Village Clerk

168
169

170 **APPROVED AS TO FORM FOR THE SOLE USE**
171 **AND RELIANCE OF THE VILLAGE:**

172
173
174

JAMES D. STOKES, BCS
Special Counsel for the Village

177
178
179
180
181
182
183

ORDINANCE NO. 2019- _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XV, CHAPTER 153, ENTITLED “CODE ENFORCEMENT,” OF THE VILLAGE CODE OF ORDINANCES BY CLARIFYING THE MITIGATION PROCESS FOR CODE ENFORCEMENT FINES, THE ROLE OF THE VILLAGE ATTORNEY, THE ENFORCEMENT OF LIENS AND COMPLIANCE WITH THE VILLAGE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commission of North Bay Village (the “Village”) wishes to clarify the procedures in its Code for mitigating code enforcement fines; and

WHEREAS, the Village Attorney is authorized to represent the Village in all code enforcement hearings and may pursue other legal remedies to gain compliance with the Code; and

WHEREAS, pursuant to the Florida Supreme Court’s decision in City of Palm Bay v. Wells Fargo Bank, N.A., 114 So. 3d 924 (2013), code enforcement liens do not have superiority status as special assessment liens; and

WHEREAS, pursuant to Section 162.13, Florida Statutes, the Village is not prohibited from enforcing its Code by any other means; and

WHEREAS, pursuant to Section 162.11, Florida Statutes, an aggrieved party, including the Village, may pursue an appeal of the Special Master’s order; and

WHEREAS, the Village Commission finds that this amendment improves the quality of life within the Village and is in the best interest of its residents.

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

Section 1. Recitals Incorporated. The above-stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Village Code of Ordinances Amended. Chapter 153 of the North Bay Village Code of Ordinances, entitled "Code Enforcement," is hereby amended to read, as follows:

* * *

Chapter 153 - CODE ENFORCEMENT

* * *

§ 153.02 – Code Enforcement Officers, Special Masters and Village Attorney

* * *

(B) Special Masters.

* * *

(4) The Special Master shall have the powers to:

* * *

(g) Mitigate fines and costs previously assessed as provided by this Chapter.

(h) Take any action that is necessary to effectuate the powers of the Special Master consistent with the intent of this Code.

(C) Village Attorney.

(1) The Village Attorney shall serve as counsel to the Village in ~~the defense of appeals to the Special Master~~code enforcement hearings. The Village Attorney shall have the power, upon approval by the Village Commission, to initiate civil actions to enforce compliance with the Village Code~~for declaratory and injunctive relief, and orders to compel, and to commence any other action to enforce civil fines, correction orders and orders of the Special Master, and to compromise and settle fines and penalties.~~

§ 153.03 - Code enforcement procedures.

* * *

(G) ~~Liens; priority and foreclosure of liens.~~

(1) A certified copy of an order imposing a fine may be recorded in the public records of Miami-Dade County and shall, upon recording, constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

(2) Liens ~~shall~~may be enforced by foreclosure in circuit court and subject to the provisions contained in F.S. § 162.09(3), as amended; ~~provided, however, that the lien shall have the same priority, effect and duration as a special assessment lien. Liens shall have a duration of 20 years.~~

(3) Nothing contained in this chapter shall prohibit the Village from enforcing its Code by any other means. The enforcement procedures outlined herein are cumulative to all others and shall not be deemed to be prerequisites to filing suit for the enforcement of any section of this Code.

(H) *Appeals.*

(1) An aggrieved party, including the violator, ~~property owner, local governing body, and property owners and tenants within 300 feet of the property that is subject to an order of violation by the Special Master,~~ may appeal the final order to the Circuit Court. ~~In the case of property owners and tenants, they shall have standing to appeal to the circuit court only if they appeared at the hearing before the Special Master and presented evidence in substantial opposition to the final order of the special master.~~ The appeal shall not be a hearing *de novo* but shall be limited to appellate review of the record. An appeal shall be filed within 30 days of rendition of the order.

* * *

§ 153.05 – Mitigation of fines.

(A) The violator, or the violator's successors or assigns who have an ownership interest in the property encumbered by a lien pursuant to this article, may request a mitigation hearing to reduce the fines only after the violations encompassed within the code enforcement case have been corrected. Upon receipt of a written request for a mitigation hearing, the clerk for the Special Master shall set the matter for a hearing before the Special Master.

(B) A mitigation hearing is not an appeal or a de novo review of the code enforcement case. The formal quasi-judicial procedures shall not apply.

(C) At the mitigation hearing, the Special Master may consider the following criteria:

- (1) Good cause for a reduction of the fines.
 - (2) The cooperation of the violator, including whether the violator appeared before the Special Master at the original hearing.
 - (3) The gravity of the violation.
 - (4) The actions taken by the violator to correct the violation.
 - (5) Whether there was an extraordinary hardship, which affected compliance.
 - (6) Whether the violator is a repeat violator.
 - (7) The total or estimated costs incurred by the Village for the handling of the case.
 - (8) The amount of the proposed reduction.
 - (9) Any equitable considerations raised by the violator or the Village relating to the amount of the reduction.
 - (10) The number of days that the violation existed.
- (D) In no event shall the fines be reduced below the costs incurred by the Village in its prosecution of the violations.
- (E) The Special Master has the discretion to grant or deny a request for mitigation.

* * *

Section 3. **Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but

they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in Code. The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption on first reading. This motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED on first reading on this _ of April, 2019.

PASSED AND ENACTED on second reading on this _ day of _____, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera,
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141


Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 2, 2019

TO: Village Commission

FROM: Elora Riera, CMC 
Village Clerk

SUBJECT: Approval of Deputy Village Clerk Position

RECOMMENDATION:

The Village Clerk recommends that the Village Commission approves to reinstate the previously adopted Deputy Village Clerk position to the FY 2018-2019 and to be included in upcoming fiscal year budgets. The Village Clerk recommends approval of the attached job description and recommends the Town Commission to direct the Human Resources Director to properly advertise the position.

BACKGROUND

During the FY 2018-2019, the Deputy Village Clerk position was removed from the budget when former Clerk Yvonne P. Hamilton, CMC retired and former Deputy Village Clerk Graciela Mariot was then nominated as Interim Village Clerk.

The Village Clerk's department is tasked with countless duties and responsibilities which includes but not limited to the creation, management and preparation of Village Commission meeting agendas and agenda packets, the management and oversight of seven advisory boards, the management and maintenance of all the village records, receiving and processing public records requests and the creation of all village's public notices.

Due to the amount of time that is required to successfully achieve all items previously listed and many more, the Village Clerk requires assistance in order to be able to meet all the needs and demands of the Village.

RESOLUTION NO. 19-

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE JOB DESCRIPTION, APPLICABLE SALARY SCALE, AND APPLICABLE PERFORMANCE MEASURES AND METRICS FOR THE DEPUTY VILLAGE CLERK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the approved and adopted 2019 Fiscal Year Budget for North Bay Village (the “Village”) contemplated the creation, and provided funding for, various employment positions; and

WHEREAS, the Village Clerk and Interim Village Manager have recommended the creation of a Deputy Village Clerk position to assist in the performance of various Village functions; and

WHEREAS, Staff has recommended the approval of the job description, salary scale, and performance measures and metrics, associated with the Deputy Clerk, as provided in the memorandum attached hereto as Exhibit “A” and incorporated herein and made a part hereof by this reference.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The job descriptions, salary scales, and performance measures and metrics, associated with the position of Deputy Village Clerk as identified in Exhibit “A” is hereby approved.

Section 3. Implementation. The Village Manager, Village Attorney and the Village Clerk are hereby authorized to take such other action as is necessary to implement the provisions of this Resolution.

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

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

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED on first reading on this _____ of April, 2019.

PASSED AND ENACTED on second reading on this _ day of _____, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera,
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY

Exhibit "A"

Deputy Village Clerk
Job Descriptions, Salary Scales, and Performance Measures and Metrics

Position Description

Deputy Village Clerk

Classification Identification: Exempt/Non bargaining unit

Starting Salary \$57,466.65 - \$79,547.29

Pay Grade: Twenty (21)

General Purpose

Provides administrative support to the Village Clerk and acts in the capacity of the Village Clerk in her absence. Performs a variety of complex analytical, report writing, record keeping, maintaining of; confidential records, official documents of the Village and action of the Village Commission, to devise the most efficient and effective methods of accomplishing the work of Village government.

Essential Duties and Responsibilities

- Performs advanced secretarial and administrative work for the Village Clerk and Commission.
- Assists the Village Commission with travel arrangements, meetings, conferences, and other related events
- Responsible for all Village Boards and Committees meetings by recording meeting attendance, meeting audio and preparation of minutes.
- Prepares Village Boards and Committee meeting agendas and materials for distribution.
- Assists Village Clerk in preparation and finalizing of Commission agenda packets and their distribution
- Prepares Commission Chambers prior to meetings
- Prepares standard sign-in, voting record and other forms for use during Village Commission and other meetings
- Attends all Commission Meetings
- Assists the Village Clerk and other departments with enhancement and implementation of a comprehensive Village records retention and disposition program in accordance with State records schedules and municipal requirements.
- Assists with determining proper categorization of records, location for optimal access, most effective form of retention and process records appropriate for disposition.
- Process responses to public records requests and maintain the record of such requests.
- Assists with the overall bid process including attending bid openings.
- Maintains centralized files of executed Village contracts, agreements, and other related documents.
- Assists in performing activities connected with municipal elections
- Advises the Village Clerk of Board and Committee vacancies and advertise openings. Distribute, accept and process Board and Committee applications. Assists in the preparation and distribution of informational packages to newly appointed members.
- Handles municipal correspondence as directed by the Village Clerk

- Assists in the preparation of legal advertisements and public notification letters for public hearings; notarize documents, certify copies in the absence of the Village Clerk

Required Knowledge, Skills and Abilities

- Considerable knowledge of governmental law and documents such as Village Charter, Code of Ordinances, policies and procedures.
- Good knowledge of legal requirements, rules of order and procedures of Village Commission meetings.
- Good knowledge of municipal government organization, functions and activities, including election laws and procedures and records management requirements.
- Working knowledge of the principles and practices of modern public administration
- Working knowledge of research methods and techniques and methods of report presentation
- Considerable knowledge of the use of computers for varied applications
- Ability to accurately record and maintain records
- Ability to establish and maintain effective working relationships with employees, supervisors, other departments, officials and the public
- Ability to communicate effectively verbally and in writing
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists
- Ability to write clear and concise reports, memoranda, directives and letters
- Ability to exercise judgment and initiative in the performance of work
- Must be able to work independently

Desired Minimum Qualification

- Associate (A.A.) Degree in Public Administration, Business, Political Science, English or a related field.
- 3+ years of experience as an Assistant or Deputy Village Clerk in the performance of records management and supervision of employees.
- Local, state or federal records management or other similar experience, as well as experience with the business of an elected governmental body, highly preferred.
- Two years of full-time administrative work experience and considerable knowledge of computer systems and applications.
- Village Commission at their discretion may choose to mitigate education requirements with experience.

Tools And Equipment Used

Computer and various office equipment

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

NORTH BAY VILLAGE NON-BARGAINING EMPLOYEES PAY PLAN (FY 18-19) 1.5 % C.O.L.A. & 3.0 % STEP INCREASE						
Position	Pay Grade	Step (current employee)	Annual - Min	Annual - Max		
Administrative Aide	5	1	\$ 31,886	\$ 39,237		
Code Enforcement Officer	17	1	\$ 50,342	\$ 68,655		
Code Enforcement Officer	19	5	\$ 62,819	\$ 73,900		
Front Desk Services Supervisor	20	7	\$ 66,138	\$ 76,671		
Code Enforcement Supervisor (Vacant)	20	11	\$ 74,439	\$ 76,671		
Public Works Superintendent	20	6	\$ 65,389	\$ 76,671		
Deputy Village Clerk (Vacant)	21	1	\$ 57,467	\$ 79,547		
HR Coordinator/Procurement	21	6	\$ 66,620	\$ 79,547		
Chief of Staff to Village Manager/ Exec Assistant to Village Commission (Vacant)	21	1	\$ 57,467	\$ 79,547		
Senior Accountant	23	12	\$ 61,857	\$ 85,625		
Executive Assistant to Police Chief	23	12	\$ 61,857	\$ 85,625		
Village Clerk	31	1	\$ 78,000	\$ 114,950		
Village Clerk (Former)	31	10	\$ 106,750	\$ 114,950		
Finance Director	31	12	\$ 113,251	\$ 114,950		
Public Works Director (Vacant)	32	1	\$ 88,741	\$ 119,260		
Human Resource Director (Vacant)	34	1	\$ 95,000	\$ 128,372		
Assistant Village Manager (Vacant)	34	1	\$ 95,000	\$ 128,372		
Chief of Police (Vacant)	37	1	\$ 103,568	\$ 143,362		
Village Manager (Vacant)	39	1	\$ 125,000	\$ 154,316		
Interim Village Manager	39		\$ 100,000			
Prepared by Bert Wrains April 2, 2019						



Staff Report Parking Waiver

*Prepared for: North Bay Village,
Commission*

*Applicant: Baranof Holdings, LLC
Grandview Palace Condo Assoc*

Site Address: 1850 Kennedy Causeway

*Request: Parking Waiver to allow reduction of the
total number of parking spaces required*

General Information

Owner:	The Atkinson Trust, LLC
Applicant:	Baranof Holdings, LLC
Applicant Address:	2305 Cedar Spring Road, Suite 200, Dallas, TX 75201
Site Address:	1850 Kennedy Causeway
Contact Person:	Andrew Aiken
Phone Number:	972-402-5707
E-mail Address	aaiken@baranofholdings.com

	Existing
Future Land Use	Commercial
Zoning District	CG
Use of Property	Off-site Parking for Grandview Palace
Acreage	1.93 acre (84,128 sq ft)

Legal Description of Subject Property

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT IF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Commercial
	Zoning District	CG Commercial
	Existing Land Use	Multifamily Residential
East	Future Land Use	Commercial
	Zoning District	CG Commercial
	Existing Land Use	Retail Commercial
South	Future Land Use	Educational Recreational
	Zoning District	RS-2 Medium Density Single Family Residential
	Existing Land Use	Elementary School
West	Future Land Use	Commercial
	Zoning District	CG Commercial
	Existing Land Use	Multifamily Residential

Description of Request

The applicant is requesting a parking waiver according to section 9.3(d) of the North Bay Village Unified Land Development Code to allow reduction of the total number of parking spaces required by the 1992 stipulated agreement from 1,119 to 1,057 parking spaces, based on shared parking and parking utilization analysis.

The Applicant is also requesting a site plan approval and a parking variance. Staff reports for the site plan and parking variance request have been provided in addition to this parking waiver staff report.

Staff Analysis

The Applicant is proposing to develop the property known as the K-lot at 1850 Kennedy Causeway. Parking spaces at the K-lot are leased by the Grandview Palace Condominium Association according to a 1992 stipulated agreement which was approved by the Village in Resolution 92-39. An additional covenant requires that the K-lot provide parking for Grandview Palace in perpetuity. At the time of the stipulated agreement, Grandview Palace was known as North Bay Landings and is referred to as “the Project” in the stipulated agreement. The stipulated agreement also makes reference to “FHP”, which was the owner of North Bay Landings. North Bay Village is referred to as “the City”. Some of the important requirements of the stipulated agreement are as follows:

- The Project requires 1119 parking spaces based on the number and mix of residential units, the existing

retail area, and boat slips presently in place or approved for completion. Of said 1119 spaces, 22 shall conform to applicable City Code requirements for handicap parking.

- Said 1119 spaces shall conform to current City Code requirements as relates to the percentage of allowable spaces that may be classified as “compact” spaces.
- The parties understand and agree that the number and mix of parking spaces as set forth above will not entitle FHP, including its successors and assigns, to additional project growth (such as, for example, additional residential units, retail facilities, or marina slips) without subsequent application and other compliance with the applicable provisions of the comprehensive master plan, zoning code, building code, ordinances, and other requirements as then in effect. This stipulation shall not serve to bind the City to the grant of any future variances or special use exceptions which may be applied for by FHP, its successors or assigns.

The stipulated agreement allowed for 506 two-bedroom dwelling units, 670 square feet of office space, 15,200 square feet of retail commercial, and 119 boat slips to be accommodated (grandfathered) by 1,119 parking spaces. If a facility with those uses were to be proposed under the current parking standards, the minimum number of required parking spaces would be 1,312.

Since the time of the stipulated agreement, the uses at Grandview Palace have been altered. The Applicant conducted a parking study, including a site visit to verify the existing mix of land uses, and provided a summary of the use alterations as follows:

Summary of Grandview Palace Condominium Land Use

Land Use Type	1992 Stipulation	Current Unit/ Square Footage (sf)	Change (+/-)
Office	600-sf	5,239-sf	+4,569-sf
Retail/Shopping	15,200-sf	7,685-sf	-7,515-sf
Fine/Casual Dining (Includes Yacht Club)	0-sf	3,626-sf	+3,626-sf
Health Club	0-sf	4,444-sf	+4,444-sf
Specialty Grocery	0-sf	2,014-sf	+2,014-sf
Marina	119 Slips	117 Slips	-2 Slips
Residential Condo			
1-bedroom		15 units	+15 units
2-bedroom	506 units	479 units	-27 units
3-bedroom		12 units	+12 units

Source: Grandview Palace Condominium Association, Inc; Walker Consultants, 2018

The Applicant has also provided a calculation of the current Village parking requirements for the uses which were expanded above that which was grandfathered by the stipulated agreement as follows:

1992 STIPULATION PARKING ALLOCATIONS – 1,119 SPACES

Land Use Type	Allocation of 1992 Stipulation Spaces	Additional (or Reduced) Requirement Based on Change	Total (Unadjusted Demand) 1992 Stipulation adjusted for subsequent land use changes
Office	2 Spaces	+15 Spaces	17 Spaces
Retail/Shopping	76 Spaces	-37 Spaces	39 Spaces
Fine/Casual Dining (Includes Yacht Club)		+49 Spaces	49 Spaces
Health Club		+22 Spaces	22 Spaces
Specialty Grocery		+10 Spaces	10 Spaces
Marina	29 Spaces	0 Spaces	29 Spaces
Residential Condo			
1-bedroom			
2-bedroom	1,012 Spaces		
3-bedroom		+12 Spaces	1,024 Spaces
Total	1,119 Spaces		1,190 Spaces

Source: Walker Consultants 2018

Staff has verified the calculations and confirmed that an additional 71 parking spaces, for a total of 1,190 parking spaces, is an accurate parking requirement for Grandview Palace, considering the uses grandfathered by the stipulated agreement. However, if a facility with the current mix and intensity of uses, as reported by the Applicant’s site visit, were to be proposed under the current parking standards, the minimum number of required parking spaces would be 1,383.

The Applicant has also provided a survey of the parking facilities which are provided on-site at Grandview Palace. That survey depicts:

- 652 Village standard size parking spaces (9 feet by 18 feet)
- 43 Dade County standard size parking spaces (8.5 feet by 18 feet)
- 261 compact size parking spaces (8 feet by 16 feet)
- 26 ADA parking spaces (12 feet by 18 feet, plus access aisle)
- 52 motorcycle parking spaces
- Total of 982 parking spaces designed for cars (Village standard, Dade standard, compact, and ADA)

Every page of that survey includes the following notations:

1. THIS DRAWING IS **NOT A BUILDING SURVEY**, AND IS FOR THE PURPOSE OF DOCUMENTING AND ANALYZING EXISTING PARKING CONDITIONS, AND PRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND **LIMITED FIELD VERIFICATION**. WHERE POSSIBLE PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TAKING INTO CONSIDERATION EXISTING STRIPING.

3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO CONFIRM MAXIMUM LOADING OF EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL E AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FALL WITHIN COMPLIANT PARAMETERS DUE TO PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION, AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.

Coupled with staff's knowledge of various unpermitted modifications of the Grandview Palace parking facilities in the past years, these qualifying notations bring to question the accuracy of the provided survey. The Applicant's parking study also states that there are 982 on-site parking spaces at Grandview but there is no mention in the parking study of the dimensions of those 982 spaces.

The Village Code Enforcement Officer also performed a site visit at Grandview Palace and reported a count of 998 on-site parking spaces, though the officer did not have the time or resources to provide the dimensions of those parking spaces.

Additionally, it's come to Staff's attention that the North Bay Village Building Inspector was recently called to inspect severe structural issues in the Grandview Palace parking garage facilities. The inspection report dated January 24, 2019 is as follows:

Visited the site with CAP GOVERNMENT engineer and observed multiple areas with severe spalling and delamination of concrete slabs, vertical cracks in concrete structural columns, horizontal cracks in structural beams and walls. Most have already been previously identified as is evident from the paint markings, some others did not have paint markings which we assume may have developed after the initial investigation. Observed affected areas still occupied by vehicles and pedestrian access. Engineer and Inspector have determined that there is danger to life and property from potential falling debris from affected area and recommends that all affected areas be closed to pedestrians and vehicle access immediately.

There exists a matter of urgency to have this matter corrected. An engineer evaluation and a report must be submitted to the building department as within 30 days to assess current condition as well as further actions to be taken. Failure to submit the report in a timely manner will result in the parking area and possibly the entire building deemed an unsafe structure.

It should also be noted that there exists an expired permit 16-386 9/15/2016 for repairs to Post Tension cables which work has not been done or inspected. This is a matter that has been developing for over 2 years with out action. A copy of this inspection report delivered to condominium management office.

These structural issues could be the result of modifications to the parking layouts as is warned against in Notation 3 (as shown above) of the Applicant provided Grandview Palace parking survey. Due to these structural concerns at the Grandview Palace parking facility, it does not seem appropriate to consider allowing any reduction in the K-lot parking requirement, as it is

likely that the full capacity of the K-lot parking facility will be required until repairs are completed.

The Applicant has also provided a survey of the K-lot. That survey depicts 181 existing striped parking spaces, with an additional area that is likely used to accommodate a couple extra vehicles, for a total of 183 available parking spaces. There are no measurements of the K-lot parking space dimensions depicted on the survey. However, some scaled measurements of the survey indicate that many of the K-lot spaces do not meet the Village minimum standard size parking dimensions of 9 feet by 18 feet, though it is difficult to accurately determine how many are substandard.

One of staff's main concerns regarding the parking facilities at Grandview Palace and the K-lot is the potential deficiency in the number of standard size parking spaces. The 1992 stipulated agreement required that the original 1,119 parking spaces, that were intended to serve the grandfathered uses, "conform to current City Code requirements as relates to the percentage of allowable spaces that may be classified as "compact" spaces". The Village Code has a provision which allows for up to 20% of required parking spaces to be compact spaces not less than 8 feet by 16 feet in size. This means that, of the 1,119 required parking spaces, only 223 would be permitted to be less than standard size. And since the Village Commission has not approved any additional compact parking for Grandview Palace, the 71 parking spaces required for the uses that were expanded since the 1992 stipulated agreement must all meet the standard size parking dimensions. Thus, of the 1,190 parking spaces currently required, at least 967 standard size parking spaces should be provided, with the remainder being at least 8 feet by 16 feet. The survey provided by the Applicant of the Grandview Palace parking facilities shows only 652 standard size parking spaces and 26 ADA parking spaces (though the dimensions of the ADA spaces are not provided, and potentially do not all conform to ADA standards). Assuming that survey to be accurate, only 678 of the on-site Grandview Palace parking spaces meet the minimum size for standard parking spaces. And it is difficult to determine exactly how many of the K-lot parking spaces do not meet the minimum standard size parking dimensions.

Another main concern is that the total number of parking spaces provided between the Grandview Palace facility (982) and the K-lot facility (183) is only 1,165, which falls short of the required 1,190 spaces by 25 spaces.

What should be provided is an accurate survey of the entire Grandview Palace property and the K-lot, which provides accurate counts and dimensions of all parking spaces and an accurate figure of commercial square footage, boat slips, and dwelling units (including number of bedrooms).

Finally, though the shared parking analysis and utilization analysis performed by the Applicant provides a thorough review of the current underutilization of the parking facilities, it cannot be known at this time whether a change in utilization will occur at some time in the future. If this parking waiver request were to be granted and the demand for parking were to increase at Grandview Palace, then the demand for already limited street parking on Treasure Island could increase and impact Treasure Island residents.

Planning & Zoning Board

All three of the Applicant's requests (site plan, parking variance, parking waiver) were heard by the Village Planning & Zoning Board at their February 5, 2019 meeting.

There was a significant amount of testimony and input from the Applicant's team, the public, and the Grandview Palace property manager. Additionally, some of the statements made by a Grandview Palace board member (J. De Faro) are particularly relevant:

- Approximately 70 units at Grandview Palace have not been sold.
- One parking space is deeded to each condominium unit, and additional parking spaces are only available by purchase.

Though the Grandview Condominium Association is bound by the stipulated agreement to lease the additional K-lot spaces, only one parking space is provided to each unit, unless the owner buys additional parking spaces. It is likely that many owners choose not to purchase additional parking spaces, and instead utilize Treasure Island street parking. This policy of charging for additional parking spaces is likely contributing to the parking underutilization that is shown in the Applicant's parking study. Additionally, whenever the 70 unsold condominium units are sold, the demand for parking will increase.

The Board recommended denial of all three requests (including the parking waiver) by a vote of 4-0.

Staff Recommendation

Staff finds that it is not appropriate or prudent at this time to allow a reduction in the required parking for Grandview Palace, or the ability of the K-lot to provide the required parking for Grandview Palace. Staff cannot recommend approval of the requested parking waiver.

Submitted by:

James G. LaRue
James G. LaRue, AICP
Planning Consultant

March 26, 2019

Hearing: Commission, April 9, 2019



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 1850 79th Street Causeway/7601 East Treasure Drive, North Bay Village, FL 33141

Owner Name Atkinson Trust, LLC/ Grandview Palace Condo. Assoc. Owner Phone # 305-861-7512

Owner Mailing Address 4405 Greenway Baltimore, MD 21218
7601 East Treasure Drive, #25 North Bay Village, FL 33141

Applicant Name Baranof Holdings LLC. Applicant Phone # 972-402-5707
(if different from Owner)

Applicant Mailing Address 2305 Cedar Spring Road, Suite 200, Dallas, TX 75201

Contact Person Andrew Aiken /Kathy Mehaffey Contact Phone # 972-402-5707/954-763-4242

Contact Email Address aaiken@baranofholdings.com/kmehaffey@wsh-law.com

Legal Description of Property See attached

Existing Zoning CG/RM-7Q Lot Size 1.93 acres/ 4.14 acres Folio Number 23-3209-041-0001/23-3209-00-0251/23-3209-000-0253/23-3209-000-0260

Project Description Existing off-site parking for Grandview Palace/ residential property with accessory retail/office/marina with on and off-site parking

Section of North Bay Village Code from which the Applicant is Seeking Relief 9.3.C. Off-Street Parking

Variance Requested A waiver of the parking requirements of 9.3.C based on shared parking and actual utilization, or in the alternative, a variance of the parking requirements of 9.3.C.

Reason for Request See attached Letter of Intent

Mandatory Submittals (Applicant must check that each item is included with this application.)

- n/a Plans depicting work to be completed
- X Property survey
- X Application fees

Optional Submittals:

- X Response to required findings
- Signed consent letters from neighboring property owners
- Optional plan versions for consideration by Village Commission

Mayor
Brent Latham

Vice Mayor
Andreana Jackson

Commissioner
Jose R. Alvarez

Commissioner
Julianna Strout

Commissioner
Marvin Wilmoth

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Planning & Zoning Board and/or the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance 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 Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

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

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 by the Planning & Zoning Board 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 152.096. 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 Kathryn M Mehaffey

Print Name Kathryn M Mehaffey

(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.)

STATE OF FLORIDA
COUNTY OF Broward

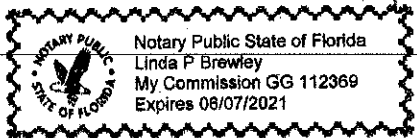
Sworn to and subscribed to before me this 28th day of December, 2018,

by Kathryn M. Mehaffey

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

Notary Public Signature [Signature]

Commission Number/Expiration



- Mayor Brent Latham, Vice Mayor Andreana Jackson, Commissioner Jose R. Alvarez, Commissioner Julianna Strout, Commissioner Marvin Wilmoth

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 12/28/2018

Tentative Meeting Date: Feb 2019

Fee Paid: \$ 2,600.00

Cash or Check # 1009

Date Paid: 12/28/2018 - processed 1/15/2019

Application fee: \$600⁰⁰

Cost Recovery fee: \$2000⁰⁰

BARANOF HOLDINGS LLC
2305 CEDAR SPRINGS RD, STE 200
DALLAS, TX 75201

City eShield™ Online Fraud
Protection for Business
32-1797/1110

DATE 11/19/18

PAY TO THE ORDER OF City of Northbay Village, FL

\$ 2,600 ⁰⁰/₁₀₀

Two thousand six hundred dollars ⁰⁰/₁₀₀

DOLLARS

 **TEXAS CAPITAL BANK**
Dallas, Texas

FOR Variance Fee

And M. Adh

MP



**WEISS SEROTA HELFMAN
COLE & BIERMAN**

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

KATHRYN MEHAFFEY, ESQ.
KMEHAFFEY@WSH-LAW.COM

December 28, 2018

VIA HAND DELIVERY

Ms. Graciela Mariot
Interim Village Clerk
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

VIA EMAIL

Mr. Jim LaRue
Mr. Ben Smith
LaRue Planning and Management
Village Planning
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Parking Waiver Application for property generally located at 7601 East Treasure Drive, Grandview Palace Condominium Association, Master Folio 23-3209-011-0010

Dear Ms. Mariot, Mr. LaRue, and Mr. Smith:

This is an application by Baranof Holdings, LLC (“Baranof” or the “Applicant”) for property located at 1850 79th Street Causeway, as off-site parking provider for Grandview Palace Condominiums (“Grandview Palace”) located at 7601 East Treasure Drive in North Bay Village. This letter shall serve as the Applicant’s letter of intent for waiver to the parking requirements of 9.3.C based on shared parking and actual usage or, in the alternative, a variance to the parking requirements of 9.3.C. of the Village Code. The reduction is requested in conjunction with an offer to provide public parking on the property at 1850 79th Street Causeway, the “K-Lot” and contingent on the sale of the K-Lot to Baranof Holdings, LLC (“Baranof”). Upon sale of the K-Lot to Baranof Holdings, LLC, the waiver/variance is intended to run with the land and, pursuant to the Covenant and Stipulation as discussed below, the Grandview parking requirement on the K-Lot will be binding on Baranof and its successors in perpetuity unless modified by the Village. Grandview Palace is in the process of completing a final review of supporting documentation referenced herein and verifying the accuracy

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 2 of 11

of the numbers set forth and reserves the right to modify, correct, or respond with additional information or otherwise join or amend this application.

Baranof presents this information based on its independent evaluation of the Grandview Palace property, historical documents and the K-Lot property, which information and analysis is under review by Grandview Palace.

The Property. The Grandview Palace Condominium property, consisting of 4.14 acres and zoned RM-70 Multiple Family Residential, is located at 7601 East Treasure Drive on the south side of the Causeway. The Grandview Palace property was built a number of years ago as North Bay Landing in conjunction with an adjacent property (currently known as Caribbean Towers) under a shared parking arrangement. For purposes of this application, the North Bay Landing/Grandview Palace property will be referred to as “Grandview Palace.” As a result of a 1992 foreclosure action, the Grandview Palace property was separated from the adjacent property with which it shared parking and became non-conforming as to parking. Litigation ensued during which the Court determined the legal number of parking spaces required for Grandview Palace, based on the then existing uses and Village Code parking requirements.

The parties, including the City of North Bay Village, entered into a stipulated settlement agreement (the “Stipulation”), later ratified by the City in Resolution 92-39. Based on the then existing uses and Village Code requirements, the Stipulation set a parking requirement of 1,119 spaces for Grandview Palace including handicapped and compact parking spaces. The Stipulation, recognizing that the 1,119 required parking spaces were not provided on-site, also acknowledged the anticipated purchase of a nearby property which would be utilized for additional off-site parking for Grandview Palace in order to provide the required 1,119 parking spaces. The Stipulation required that in the event a property was purchased for off-site parking, a covenant committing the off-site property to provide the additional required parking for Grandview Palace in perpetuity would be required.

Later, the property located at 1850 79th Street Causeway, the “K-Lot,” was purchased by the developer of the Grandview Palace and a covenant committing the K-Lot to provide off-site parking for Grandview Palace was executed. In contrast to the requirements of the Stipulation, the covenant limited the K-Lot “solely” to parking for Grandview Palace, preventing the addition of any other uses on the property. The covenant was recently amended to delete the word “solely” to allow redevelopment of the property in addition to the parking required for Grandview Palace. The Resolution, Stipulation, Covenant and recent Covenant Amendment are attached as Exhibit A.

Ms. Graciela Mariot
 Mr. Jim LaRue
 Mr. Ben Smith
 December 26, 2018
 Page 3 of 11

Subsequent private litigation from 2012-2014, which the Village was not a party to, required the Grandview Palace Condominium Association to continue paying rent to the owner of the K-Lot for all of the spaces in the K-Lot at a rate specified by the court.¹

The Stipulation required 1,119 parking spaces based on the following uses:

Grandview Palace 1992 Uses	
1992 Stipulation Use ("Stipulation Use")	Square Foot/ Units/Slips
Office	670 sq.ft.
Retail/Shopping	15,200 sq.ft.
Residential Condo – 2 Bedroom	506 units
Marina	119 slips *

* In 1992 there were 106 slips plus 32 davits, which were located in 13 additional slips (119 slips total)

As with any property, over the years, changes occurred with tenants and uses since the original project development and since the 1992 Stipulation. A number of the business uses have changed over the years consistent with the designated commercial use of the spaces and subject to permit review by the Village. Additional changes, including a small number of residential reconfigurations, the addition of the health spa, club room, café, and various recreational features, occurred during the redevelopment period from 1996 to 2003 consistent with the Development Agreement approved by the Village in 1996. No substantive changes to the structural or floor plan layout of the property have occurred since the final creation of the condominium entity in 2003 which was all related to the Development Agreement. The Grandview Palace property manager completes an annual survey of residential units to ensure no units have been improperly subdivided and has, when inappropriate changes have been found, worked with the Village Code Enforcement Department to address the changes and ensure the return of the unit to its approved condition.

Current Grandview Palace Parking. Grandview Palace currently provides 1,165 parking spaces consisting of 982 on-site parking spaces as striped, and 183 off-site parking spots located on the K-Lot. While subsequent engineering reports demonstrate that many additional parking spaces meeting all legal requirements could be added on the Grandview Palace site, no changes are proposed at this time. (The existing Parking Survey is attached as Exhibit B). Many of Grandview Palace’s residents use motor scooters or motorcycles rather than cars for transportation. As such Grandview

¹ Of the 1,119 required parking spaces, 982 are provided on-site, requiring 137 off-site parking spaces. The K-Lot provides 183 parking spaces.

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 4 of 11

Palace’s existing on-site parking includes 52 designated motorcycle parking spaces, which are provided *in addition to* the 982 on-site automobile parking spaces discussed herein.²

The 1,119 parking spaces required by the 1992 Stipulation were calculated based on the 1992 Stipulation Use, as provided above. Those uses are grandfathered at that parking requirement. Based on various types of Village approvals for modifications, it may be helpful to evaluate the parking needs under today’s code considering the 1992 Stipulation approvals and the subsequent 1996 Development Agreement. Based on Baranof’s understanding of these documents and its own current investigations an addition 71 parking spaces would be required if the same 1996 redevelopment occurred under today’s Code requirements, resulting in a Code based 1,190 spaces.

Current Village Code parking requirements were applied to the Development Agreement changes in use, using the highest potentially applicable parking requirement and to all uses regardless of their accessory status³, and the resulting parking requirements for the Development Agreement use changes were added to the 1992 Stipulation required parking.

Parking Reduction Request. The Applicant is requesting, pursuant to Section 9.3.D. *Exceptions to parking requirements*, a waiver from the parking requirements of Section 9.3.C of the Village Code based on shared parking and actual utilization (“Waiver Request”), or in the alternative, a variance of the parking requirements of Section 9.3.C. of the Village Code pursuant to Section 7.3 *Procedure for consideration of a hardship variance* (“Variance Request”), to reduce the Grandview Palace parking requirement to 1057 parking spaces, including 75 off-site parking spaces provided on the K-Lot. This request is for 14 spaces *more* than the need identified by the Parking Analysis study and significantly more than actual usage surveys indicate are required in order to ensure all parking needs are met at all times. The Request is a companion application to the Site Plan Application by Baranof Holdings, LLC, for the K-Lot Redevelopment Proposal, briefly described below. The K-Lot parking reconfiguration and availability of parking for public use is dependent on the sale of the property to Baranof Holdings, LLC and approval of the Site Plan Application.

Approval of both of the companion Applications will permit redevelopment of the K-Lot in a way that will contribute to the Village’s economic base, improve the streetscape, accommodate Grandview Palace’s off-site parking, and provide up to 26 additional parking spaces available hourly or monthly to the public. This Waiver Request or Variance Request is only related to required Grandview Palace parking. There are no restriping or revisions to the Grandview Palace on-site parking configuration proposed at this time. The K-Lot Redevelopment Proposal includes all required parking on-site for the new uses on the K-Lot without any reduction or shared parking request. The

² Motorcycle spaces are not included in the required parking count but are above and beyond all requirements.

³ As an example, the Health Club was included, even though it is primarily used by residents.

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 5 of 11

self-storage and first-floor retail parking requirements are met on-site and these uses will not utilize parking on the Grandview Palace property.

The K-Lot Redevelopment Proposal. The Site Plan Application for the K-Lot consists of a 142,530 square foot Extra Space self-storage facility, with 4,000 square feet of ground floor retail space. In addition, the Project will include parking for the proposed on-site improvements, a number of parking spaces open to the public, and as required by the Stipulation and Covenant, off-site parking for Grandview. The proposed uses are permitted by right under the Village Zoning Code and the Project complies with all Code requirements. See the companion Site Plan application for more information.

Analysis Summary. Approval of the request to reduce the Grandview Palace required parking, either by approval of the Waiver Request or the Variance Request, in conjunction with the proposed K-Lot redevelopment project, will allow the Village to utilize shared parking concepts and make adjustments in a manner that will provide new public parking spaces, a need frequently expressed by the Village. The Village has the unique opportunity to analyze the request with the best possible real-time information – an already developed and operating property, evaluated under current industry shared parking standards, with parking needs that have been verified and validated by a current study of actual usage. The study does not propose changes on the Grandview Palace property but demonstrates *why* the existing parking set-up works and fewer spaces are needed on the surplus K-Lot.

In summary, the shared parking analysis, attached as Exhibit C, based on the Applicant's understanding of current uses on the Grandview Palace property, demonstrates a need for a total of 1,043 spaces for the Grandview Palace. Under the reduction request, as supported by the parking analysis and the actual usage survey, 982 parking spaces are provided on-site (*plus* 52 extra motorcycle spots) which leaves 61 off-site parking spaces required to accommodate Peak Hour demand (7 p.m. weekday in February). This Application proposes to provide not 61 parking spaces on the K-Lot, but 75 parking spaces on the K-Lot. The K-Lot Site Plan application provides 101 extra parking spaces above the required parking for the new on-site development. If 75 of those 101 spaces are dedicated for Grandview Palace use, 26 spaces can be made available for public parking. K-Lot development parking is provided entirely on the K-Lot and those uses will not be utilizing parking on the Grandview Palace Property.

Parking Waiver Analysis. Section 9.3.D.2 of the Village Code provides for a Waiver or reduction of parking requirements in any district whenever the character or use of the building makes

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 6 of 11

the full provision of parking facilities unnecessary.⁴ The Applicant requests a waiver of the requirements from the 1,119 spaces, acknowledging the Village authorized changes pursuant to the 1996 Development Agreement, to provide 1,057 parking spaces (982 on-site and 75 off-site), based on shared parking and actual usage.

Shared Parking. Shared parking is a parking management system when a property is utilized by several different types of uses – for instance, residential, retail, and office. Most parking spaces are only used part time by any particular group of users, leaving a number of spaces open at any given time. These cycles of usage are predictable following daily, weekly, and annual cycles, which when evaluated together allows parking spaces to be shared by multiple users in order to increase efficiency.

Shared parking methodology was developed in the 1980s and has been a widely-accepted industry standard for rightsizing parking facilities over the past 30+ years. Adopted by cities throughout the U.S., and codified in zoning ordinances as an acceptable practice, shared parking is endorsed by the Urban Land Institute (ULI), the American Planning Association (APA), the National Parking Association (NPA), and International Council of Shopping Centers (ICSC), as an acceptable method of parking planning and management.

Shared parking allows for the sharing of parking spaces among uses in a mixed-use environment—in lieu of providing a minimum number of parking spaces for each individual use.

Shared Parking Analysis Extra Space Storage, North Bay Village, Florida, 11/24/2018
pg.4, Walker Consultants.

A shared parking analysis was completed for Grandview Palace as well as the K-Lot Project. For Grandview Palace, the calculation starts with the base 1992 Stipulation required parking (1,119 spaces), adds the parking that today’s Code would require for changes in use described above (+71 spaces), and, using the total required parking of 1,190 parking spaces, evaluates the shared parking needs based on the normal hours and patterns of parking space utilization for each of the existing land

⁴ Village Code Section 9.3 - Off-street parking requirements.

* * *

D. Exceptions to parking requirements.

* * *

2. Waiver or reduction of parking requirements: To waive or reduce the parking and loading requirements in any district whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities.

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 7 of 11

uses. The methodology assumed a 100% occupancy and did not apply a vacancy rate reduction for any uses. Peak Hour demand was determined to be at 7:00 p.m. on a weekday in February. The shared parking analysis for Grandview Palace demonstrates a need for 1,043 parking spaces during the Peak Hour demand. With 982 of those parking spaces located on-site, the analysis demonstrates a need for 61 additional spaces, which must be provided off-site. The Applicant requests to reduce the off-site parking to 75 as opposed to 61 to alleviate any concerns of parking shortage.

The shared parking analysis for the K-Lot was conducted in the same manner, although no reduction in the parking requirement is requested for that application. The K-Lot and Grandview Palace shared parking analyses provided in the study were not linked together because the application does not anticipate the K-Lot uses sharing or utilizing the Grandview Property in any way. The required parking for the proposed redevelopment on the K-Lot is 38 parking spaces. The shared parking analysis demonstrated a Peak Hour demand⁵ of 17 parking spaces. However, to address the Village's concerns with parking, this is not included in the Grandview Palace shared parking analysis and no reduction in the K-Lot redevelopment required parking is proposed. The K-Lot Redevelopment Project provides all 38 required parking spaces, plus 101 spaces dedicated to Grandview Palace off-site parking and public parking. The public parking is available only with purchase of the property by Baranof Holdings, LLC and approval of the Baranof K-Lot site plan.

Actual Utilization. An on-site parking usage survey was conducted on November 1, 2018. Counts were taken at 9:30 a.m. and 1:30 p.m. On-site Grandview Palace parking was 43% occupied at 9:30 a.m. and 29% occupied at 1:30 p.m. The K-Lot had 35 vehicles at 9:30 a.m. and 40 vehicles at 1:30 p.m.; however, 12 of those parking spaces are leased to a neighboring property. Not including the leased spaces, Grandview Palace was utilizing 23 parking spaces at 9:30 a.m. and 28 parking spaces at 1:30 p.m., all of which could easily have been parked on-site at Grandview Palace.

Based on the actual parking usage of the K-Lot and of the on-site Grandview Palace parking, there is an ample supply of parking for the uses at Grandview Palace on-site, and the proposed 75 off-site parking spaces is sufficient to handle all Peak Hour demand.

Variance Analysis. In the event the Village Commission determines a Waiver of the parking requirements is not the appropriate mechanism to address a parking reduction, the Applicant respectfully requests approval of a variance from the requirements of Section 9.3.C to require 1,057 parking spaces for Grandview Palace. The current 1992 Stipulation requirement is 1,119 parking spaces. However, in recognition of changes related to the 1996 Development Agreement, which although consistent with prior Village authorizations may not have been incorporated into prior parking calculations, 1,190 parking spaces is consistent with the current Code requirements as

⁵ Peak Hour demand for the K-Lot on-site redevelopment project, based on the uses, is 11:00 a.m. on a weekday in February.

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 8 of 11

discussed above. Section 7.3.C. provides procedures and criteria for consideration of a hardship variance.

The criteria the Planning and Zoning Board and Village Commission must evaluate when considering a variance are discussed below:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.

Applicant response: The off-site parking requirement creates a unique burden restricting the use of the off-site property, the K-Lot. No other property in the Village is burdened in a similar way. The K-Lot cannot transfer the Grandview Palace burden elsewhere and there is not available land that the Grandview Palace may move its off-site parking to. The K-Lot must, unlike any other property in the village, add the Grandview Palace's off-site parking burden to its own development and parking requirements. When combined with the on-site development and the related on-site parking requirement, it adds a significant burden making redevelopment virtually impossible, given the other development parameters on the lot.

2. That the special circumstances and conditions were not self-created by any person having an interest in the property.

Applicant response: The special circumstances were not self-created, nor were they created by any person having an interest in the property. The circumstances were created by financial failures and the resulting subdivision of the Grandview Palace and Caribbean Towers buildings that occurred more than 30 years ago, which forced the creation of alternate parking arrangements.

3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.

Applicant response: This Variance Request is submitted in conjunction with the K-Lot Site Plan Application and is a unique situation where the Grandview Palace parking requirement creates an unreasonable burden not just for Grandview Palace, but for the off-site K-Lot as well. Redevelopment of the K-Lot is severely compromised by the requirement to provide such a large number of parking spaces for Grandview Palace in addition to any redevelopment and the on-site parking for that redevelopment. The proposed K-Lot self-

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 9 of 11

storage facility, given its low parking need and requirement, also allows for the tremendous benefit of public parking.

4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.

***Applicant response:** Granting the variance will not confer on the Applicant any special privilege that is denied to other land, structures or buildings in the same zoning district. Granting the variance will not confer on Grandview Palace any special privilege. In actuality, Grandview Palace has, since it began utilizing the K-Lot, provided more than its required parking. Based on the uses and parking requirements at the time, Grandview Palace was required to provide 1,119 parking spaces, but was providing 1,165 parking spaces with the K-Lot. Approval of the variance will not allow Grandview Palace to make any changes, nor will it eliminate its requirement to provide adequate parking. The reduction, simply, acknowledges the blend of uses located on the Property and actual parking usage rates. The Variance Request reduces the parking requirement, but still requires Grandview Palace to pay monthly for 75 off-site parking spaces, which is above actual usage and 14 spaces more than the need demonstrated in the Parking Analysis, but ensures it can, at all times, meet its worst-case scenario Peak Hour demand.*

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.

***Applicant response:** The variance requested is the minimum variance that will make possible the reasonable use of the land, structure, or building. Approval of the variance and the Baranof Site Plan will allow redevelopment of the K-Lot in a way that allows for the provision of new public parking, which can alleviate parking shortages in the surrounding neighborhood without creating any shortage on the Grandview Palace property.*

6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

***Applicant response:** Approval of the variance is in harmony with the general intent and purpose of the Village Zoning Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. The approval of the variance in conjunction with the redevelopment of the K-Lot will still provide sufficient Grandview Palace parking to meet their Peak Hour demand, but will also provide a significant benefit to the*

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 10 of 11

neighborhood and improve the public welfare by providing 26 new parking spaces available to the public.

7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Applicant response: Approval of the variance is not based exclusively upon a desire to reduce the cost of development. It is true that the reduction of the parking requirement will reduce annual costs for the Grandview Palace Condominium members; however, the more crucial element is the ability of the Baranof Site Plan to provide for redevelopment of the K-Lot in a manner that improves the streetscape, Village economic base, and most significantly, provides critically needed publicly available parking.

Other Documentation. As described above, the K-Lot is subject to the 1992 Stipulation adopted by Resolution of the Village Commission. The Stipulation will require revision and provides that the number of parking spaces may be revised upon approval by Resolution of the Village Commission. In addition, a Covenant running with the land may be revised to incorporate the Resolution changing the stipulated number of parking spaces. Both of these documents will need to be revised by the Village Commission concurrent with approval of the parking waiver or variance, and effective upon sale of the property to Baranof Holdings, LLC. That request will be a separate application for consideration at the same meeting, but only after approval of this application.

Conclusion. The K-Lot has been utilized for years for off-site parking for Grandview Palace. The Property has gone through various stages of disrepair and recovery, but has never contributed more to the Village than to provide minimal parking for Grandview Palace guests and occasionally, random public users who wrongly assume they can use the open parking which is currently not allowed under the Village approvals. Parking on the K-Lot is severely underutilized. Much of it is not needed by Grandview Palace but excess spaces cannot be made available to the public. The property contributes only minimally to the tax base and provides no social benefit to the Village. Approval of the Waiver Request, or alternatively, the Variance Request to require 1,057 parking spaces for Grandview Palace would not only permit Grandview Palace to still provide sufficient off-site parking to accommodate Peak Hour demand, but will also allow redevelopment on the K-Lot to provide 26 parking spaces for public use. Additionally, it will allow for redevelopment of the property with a use that will contribute more positively to the tax base, improve the streetscape, and provide ground floor neighborhood commercial in addition to the self-storage which will provide a service to Village residents and draw in consumers from the beach communities.

Therefore, based on: (1) the aforementioned analyses and inventories; (2) the difficulty of providing 183 parking spaces on the K-Lot in conjunction with redevelopment, and; (3) Grandview

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page **11** of **11**

Palace's contention (validated by the attached study) that the majority of the 183 parking spaces on the K-Lot are not utilized, the Applicant respectfully requests a reduced parking requirement of 1,057 parking spaces for Grandview Palace, conditionally tied to the K-Lot Redevelopment Site Plan application by Baranof Holdings which provides the off-site parking for Grandview Palace and will, as a result of this approval, provide 26 parking spaces available for public use. With this Application, of the 1057 required spaces, 982 spaces will be provided on-site at Grandview Palace and 75 spaces will be provided off-site on the K-Lot. An additional 52 motorcycle spaces will also be provided on-site.

Based on the forgoing, we look forward to your favorable recommendation. Should you have any questions or concerns regarding this Application, please do not hesitate to call me at 954-763-4242.

Very truly yours,



Kathryn M. Mehaffey

RESOLUTION NO. R92-39

A RESOLUTION OF THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO SETTLEMENT OF CERTAIN LITIGATION BETWEEN THE CITY AND FLAMINGO HOLDING PARTNERS AND THE BANK OF NEW YORK; RESOLVING THE ISSUE OF PARKING REQUIREMENTS OF THAT PROJECT KNOWN AS FLAMINGO PLAZA/NORTH BAY LANDING; MAKING FINDINGS OF FACT APPROVING A PROPOSED STIPULATION FOR SETTLEMENT AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of North Bay Village has been a party to an action styled GORDON vs. HOLLO recently and presently pending in the Circuit Court for the Eleventh Judicial Circuit in and for Dade County, Florida, Case No. 90-10330-CA-28, and

WHEREAS, said case has proceeded to final judgment of foreclosure entered on July 4, 1992, and

WHEREAS, appeals have been taken by various parties from said Order which said appeals are presently pending in the Third District Court of Appeal for the State of Florida, Case No. 92-02446, and

WHEREAS, the primary issues involving the City before the Trial Court were:

- (a) the viability of a unity of title covenant;
- (b) development rights transferred to the Project known as FLAMINGO PLAZA/NORTH BAY LANDING from the adjacent property to the south known as CARIBBEAN TOWERS, and
- (c) required parking to accommodate the FLAMINGO PLAZA/NORTH

BAY LANDING Project and

WHEREAS, the Final Judgment of Foreclosure resolves the issue of the unity of title as relates to Caribbean Towers and the issue of transfer of development rights from CARIBBEAN TOWERS (subject to future appellate action) said Judgment addresses but does not resolve the issue of parking at FLAMINGO PLAZA/NORTH BAY LANDING, and

WHEREAS, the aforesaid litigation has continued for several years at substantial cost to the City for Court costs, attorney's fees, and administrative time and effort, and

WHEREAS, a proposal has been made by FLAMINGO HOLDING PARTNERSHIP as titleholder to said Project to provide permanent parking to accommodate the parking requirements of the Project and

WHEREAS, the City Manager and City Attorney have negotiated with FLAMINGO HOLDING PARTNERSHIP and THE BANK OF NEW YORK, which negotiations have resulted in a proposed Stipulation for Settlement, a copy of which is attached hereto and made a part of this Resolution in its entirety, and


WHEREAS, it is the intent and desire of this Commission in the best interest of the City to resolve litigation where appropriate and to avoid future litigation to the extent possible, and the Commission finds that the settlement proposed in said Stipulation will at least resolve the pending litigation between the City and FLAMINGO HOLDING PARTNERSHIP/BANK OF NEW YORK and obviate future litigation concerning the issues pending between said parties,

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

Section 1: The Stipulation which is attached to and made a part of this Resolution is approved in its entirety as presented and the City Attorney is authorized to execute the same on behalf of the City;

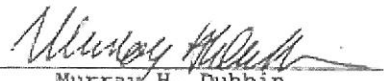
Section 2: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 22ND day of December, 1992.

Attest 
Sally MacDonald,
City Clerk *JAMES DiPietro*
CITY MANAGER


DR. PAUL VOGEL, MAYOR

APPROVED AS TO FORM :


Murray H. Dubbin,
City Attorney

FINAL ADOPTION:

Mayor Paul Vogel	<u>Yes</u>
Vice Mayor Irving Leighton	<u>Aye</u>
Commissioner Alvin M. Blake	<u>Yes</u>
Commissioner George Rodriguez	<u>Yes</u>
Commissioner Deborah Mash-Geller	<u>Absent</u>

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

ROBERT GORDON,

CASE NO. 10330-CA-28

Plaintiff,

vs.

TIBOR HOLLO, et al.,

Defendants.

STIPULATION

The undersigned counsel for three of the parties to this action, to-wit: NORTH BAY VILLAGE (the "CITY"), THE BANK OF NEW YORK (the "BANK"), and FLAMINGO HOLDING PARTNERSHIP ("FHP"), hereby stipulate and agree as follows:

RECITALS:

1. On July 24, 1992, the Circuit Court of Dade County, Florida, entered its Final Judgment of Foreclosure in the above cause which said that final judgment is made a part of this Stipulation by reference. (The Judgment)

2. Notices of Appeal have been filed by the Bank and FHP, Florida East Coast Properties, as well as ROBERT GORDON, Plaintiff, whereby the matters which are the subject of appeal are presently pending in the Third District Court of Appeal, albeit, there continued to be undisposed issues remaining for resolution pending before the Circuit Court in the above styled case. BANK and FHP represent that FHP as titleholder has full authorization to bind the Project, as hereinafter defined, to the terms of this Stipulation.

CASE NO. 90-10330-CA-28

3. This case has resulted in the foreclosure of a mortgage on the property to the south of North Bay Landing, creating an issue as to the adequacy of the motor vehicle parking at North Bay Landing. Originally, North Bay Landing and the foreclosed property were under common ownership and a common parking arrangement. The purpose of this Stipulation is only to address and resolve the motor vehicle parking issue between the CITY and FHP. FHP represents that it is aware of no other issues to be resolved between the CITY and other parties to this Stipulation.

4. The North Bay Landing project (the "Project"), is defined to mean that real property situated and lying in North Bay Village, Florida, which is described in Exhibit "A" attached hereto and made a part hereof. Said property contains improvements consisting of residential apartment units, retail area, slips presently in place or approved for completion and parking facilities all as presently in place or approved for completion and parking facilities, all as presently in place or approved and permitted for completion; these improvements are also described in Exhibit "A."

5. The Bank has acted as lead lender and mortgage holder of record with respect to the Project which was originally developed as Flamingo Plaza. In March of 1990, FHP acquired title to the Project from the original developer.

6. The project was developed pursuant, in part, to variances granted by the CITY in 1982 and litigation which interpreted and construed said variances which said litigation was completed in

CASE NO. 90-10330-CA-28

1984.

7. The instant litigation involving the Project has been and continues to be extensive and costly. It is the intent and purpose of the parties to settle and resolve all disagreements between them relating to parking requirements for the Project and such other issues as may hereafter be addressed in order to settle and resolve all present litigation and prevent future litigation between the parties to this Stipulation.

Now Then, in consideration of the premises and mutual covenants this day entered into it is hereby agreed as follows:

1. The Project requires 1119 parking spaces based on the number and mix of residential units, the existing retail area, and boat slips presently in place or approved for completion. Of said 1119 spaces, 22 shall conform to applicable City Code requirements for handicapped parking.

2. Said 1119 spaces shall conform to current City Code requirements as relates to the percentage of allowable spaces that may be classified as "compact" spaces.

3. FHP shall at FHP's expense, retain an AIA member Florida licensed architect to certify to the CITY the number and type of conforming spaces available to serve North Bay Landing.

4. The parties understand and agree that the number and mix of parking spaces as set forth above will not entitle FHP, including its successors and assigns, to additional project growth (such as, for example, additional residential units, retail

CASE NO. 90-10330-CA-28

facilities, or marina slips) without subsequent application and other compliance with the applicable provisions of the comprehensive master plan, zoning code, building code, ordinances, and other requirements as then in effect. This Stipulation shall not serve to bind the CITY to the grant of any future variances or special use exceptions which may be applied for by FHP, its successors or assigns.

5. FHP and the BANK propose to acquire an offsite parcel to be utilized for offsite parking to supplement the onsite parking at North Bay Landing. The proposed parcel is depicted on Exhibit "B" by location sketch and legal description, and same is attached hereto and made a part hereof. It is agreed that if said property is properly developed, paved, and striped in accordance with the City and County Code, and with ingress and egress approved by the State Department of Transportation, it may be used to provide parking to supplement onsite parking at North Bay Landing.

6. In the event of acquisition of said offsite parcel or any other offsite parcel acquired by FHP, its successors and/or assigns, for parking purposes and approved by the CITY that FHP, its successors and/or assigns, shall enter into and record a covenant running with the land approved by the City Attorney which commits the land for perpetual use for parking purposes for North Bay Landing. Said covenant shall provide that it shall be subject to release or modification only by resolution of the CITY Commission. Such a covenant shall be a prior encumbrance upon the

SENT BY:TAYLOR BRION

3- 2-95 : 10:27 :

305 571 4578- 241Z_ Q-11 11A1 02:1# 6:12

CASE NO. 90-10330-CA-28

property and shall be joined in by all parties who have or claim a title or lian interest in and upon the property.

7. The parties agree that except for performance of the mutual covenants contained and set forth in this Stipulation, and payment by FHP for repair of a damaged sewer line on East Treasure Drive, that each party releases the other of and from all known claims, actions, rights of action, causes, demands or accountings that each has against the other up to and including the date of these presents. Said Release shall be binding upon the parties, their successors and assigns.

8. The parties jointly move this Court to ratify and approve the foregoing Stipulation.

DATED this 28th of December, 1992.

Respectfully submitted,

THE BANK OF NEW YORK and
FLAMINGO HOLDING PARTNERSHIP:

COLL DAVIDSON, CARTER, SMITH,
SALTER & BARKETT, P.A.
3200 - Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131
Ph: (305) 373-5200

By: *Vance E. Salter*
VANCE E. SALTER
Fla. Bar No. 232981

SENT BY:TAYLOR BRION

3- 2-95 : 10:28 :

305 1578- ?41Z_ Q11 11A! 82:# 7/12

CASE NO. 90-10330-CA-28

FOR THE CITY OF NORTH BAY VILLAGE:

DUBBIN, BERKMAN, BLOOM & KARAM
650 - Rivergate Plaza
444 Brickell Avenue
Miami, Florida 33131
Ph: (305) 373-3606

By:



MURRAY H. DUBBIN
Fla. Bar No. 020703

SENT BY: TAYLOR BRION


: 3- 2-95 : 10:28 :

3 371 4578- ?41Z_ GJE KA! 02:4

CASE NO. 90-10330-CA-28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Stipulation has been forwarded by U.S. Mail to those listed on the attached Service List this 30th day of December, 1992.

By: 
MURRAY R. DUBBIN

Tract A, Block 8, First Addition of Treasure Island, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02° 25' 14" West of the Southwest corner of said Tract "A"; thence run North 63° 43' 21" East, a distance of 225.67 feet of the northeasterly line of said Tract "A"; thence North 47° 53' 36" West along the Northeasterly line of said Tract "A" a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road #28; thence South 42° 26; 03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83° 38' 15" and a radius of 650.48 feet an arc distance of 142.63 feet through an angle of 12° 33' 49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57° 25' 06" and a radius of 25 feet an arc distance of 35.05 feet to the end of said radial return and a point on the West line of said Tract "A"; thence South 02° 25' 14" East of said West line of said Tract "A" a distance of 3.95 feet to the POINT OF BEGINNING.

EXHIBIT "A"

SENT BY:TAYLOR BRION

3- 2-95 : 10:28 :

305 1578- 2412_ Q-11 NA1 02:10/12

All of Lots 1 and 2, Block 8, FIRST ADDITION TO TREASURE ISLAND, Plat Book 53 at Page 65 of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53, at page 65 of the Public Records of Dade County, Florida; thence run North along the East Line of said Lot 2 for a distance of 69 feet to a point; thence run West along a line of 69 feet North of and parallel to the South Line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 187.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53 at Page 65, of the Public Records of Dade County, Florida.

PLUS Improvements as Existing or Approved for Completion:

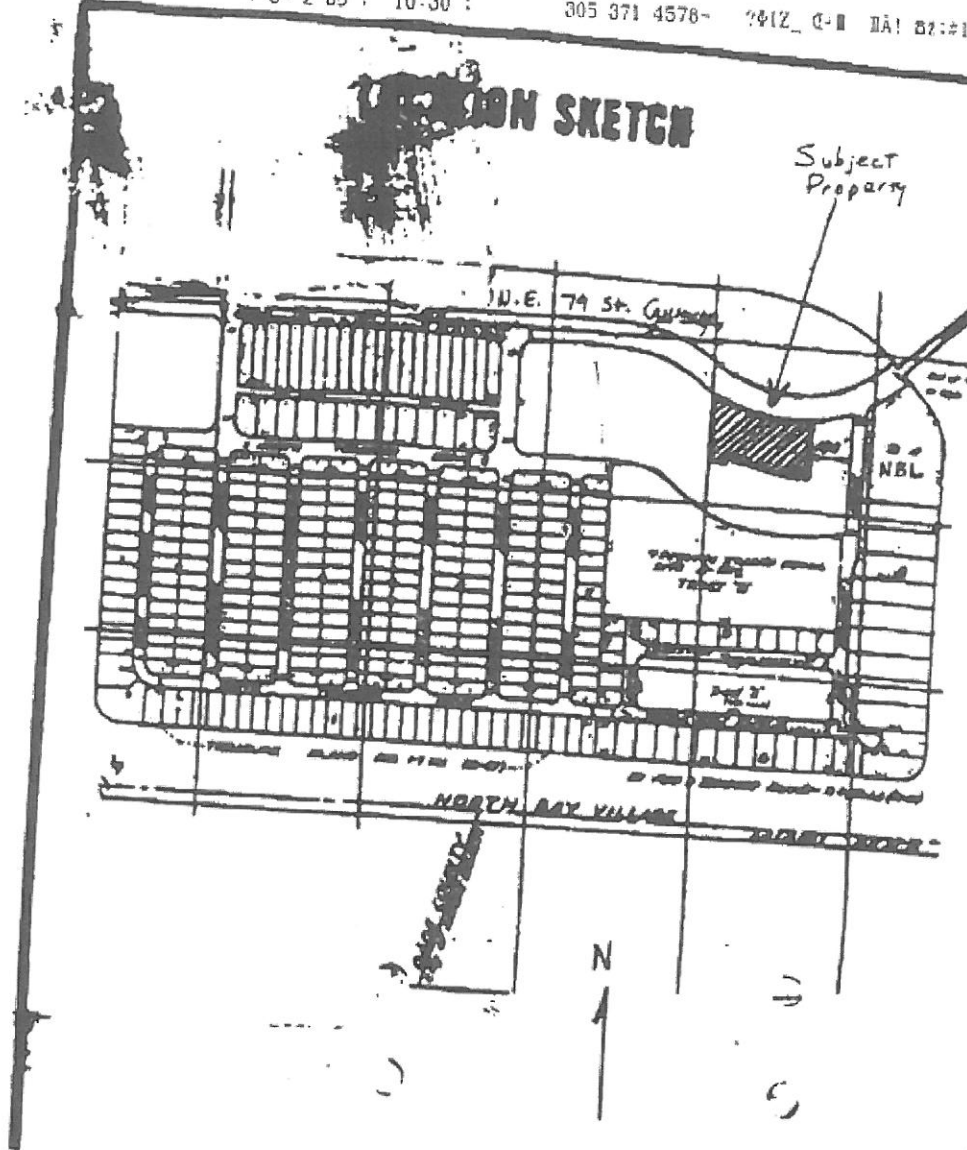
506 Two-Bedroom Apartment Units
 670 Sq. Ft. Office Space
 15,200 Sq. Ft. Retail Space
 Marina Facility with 106 Slips and 32 Davits

-2-

SENT BY: TAYLOR BRION

: 3-2-95 : 10:30 :

305 371 4578- 7412, C-11 DA! 52:#11/1:



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 highway right-of-way of proposed Northeast seventy-ninth street causeway, which same is recorded in Plat Book No. 25 at Page 70 of the Public Records of Dade County, Florida; Thence North 88 degrees 41' 24" east along the center line of the above right-of-way for 1560.00 feet to a point; thence south 1 degree 37' 00" east for 30.00 feet to a point on the south right-of-way of said 79 St. Causeway; thence North 88 degrees 41' 24" east along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 887.82 feet and a central angle of 18 degrees 12' 00" for an arc distance of 371.81 feet to a point of reverse curvature; thence to the left along a curve having a radius of 650.48 feet and a central angle of 11 degrees 09' 40" for an arc distance of 126.14 feet to the point of beginning; thence continue along the aforementioned curve having a central angle of 37 degrees 02' 17" for an arc distance of 420.23 feet to a point; thence south 1 degree 37' 00" east for 208.71 feet to a point of curvature of a curve to the right; thence to the right along said curve having a radius of 853.98 feet, a central angle of 12 degrees 57' 47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 324.98 feet, a central angle of 27 degrees 40' 09" and an arc distance of 156.95 feet to a point; thence south 1 degree 37' 00" east for 18.18 feet to a point; thence south 88 degree 41' 24" west for 68.95 feet to a point; thence north 1 degree 37' 00" west for 238.39 feet to the point of beginning.

EXHIBIT B

Reinaldo Trujillo
 7601 E. Treasure Dr. Unit 1511
 North Bay Village, Fl. 33141
mltra@bellsouth.net

EXHIBIT A

16914 0870

95R36664 1 1995 SEP 08 15:50

COVENANT RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS that the undersigned, First Equitable Realty III, Ltd., a Florida limited partnership, hereafter referred to as Grantor joined by Home Savings Bank, F.S.B., First Mortgagee for in and in consideration of Ten Dollars (\$10.00) and other and good valuable considerations received by it from the City of North Bay Village, Florida hereby covenants and agrees as follows:

1. RECITALS.

A. Grantor is the fee simple titleholder in and to that real property situate lying and being in the City of North Bay Village, Dade County, Florida (City), which is more fully described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof ("North Bay Landing") and North Bay Landing Parking Lot respectively.

B. First Mortgagee is the owner and holder of the first and only mortgage upon and against the property described in Exhibit "A" and in Exhibit "B" and joins in executing this instrument for the sole purpose of subordinating its mortgage lien to the rights of the City under this instrument.

C. On December 28, 1992, the Grantor's predecessor in title and the City entered into a Stipulation for purposes of settlement and resolution of litigation between the parties. A true copy of said Stipulation was recorded in Official Records Book 15785, Page 1512 of the Public Records of Dade County, Florida and is made a part of this covenant by reference although not physically attached hereto.

D. Under said Stipulation, the real property described in Exhibit "B" attached, as designated to be used for parking for the property described in Exhibit "A" (North Bay Landing).

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants this day entered into, Grantor hereby covenants and agrees as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use solely for parking purposes for North Bay Landing.

2. The covenant herein entered into shall be subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida.

3. Said covenant is a prior encumbrance upon the real property described in Exhibit "B" prior to any claim of title or interest by any third party.

J
W

SENT BY: TAYLOR BRION

: 8-16-95 : 3:21PM :

TAYLOR BRION-310#17578*21#1305771:# 4/ 7

REC 16914 PG 0871

4. This covenant shall run with the land and shall be binding upon the Grantor, its successors, trustees and assigns for all time in accordance with the terms hereof.

5. First Mortgagee hereby subordinates its interest as Mortgagee to the Covenant herein contained and acknowledges and agrees that its mortgage lien is subject and inferior to this Covenant Running with the Land and the conditions contained in paragraphs 1 through 4, above. First Mortgagee has joined in executing this instrument for the sole purpose of this subordination Covenant.

DATED this 18th day of August, 1995.

FIRST EQUITABLE REALTY III., LTD.
By its General Partner, First
Equitable Realty III, Inc., a
Florida corporation

[Signature]
SASHA GAMAL
JOSE PEREZ

By: *[Signature]*
Joel M. Gamal, President
Grantor

Home Savings Bank, a Federal savings
bank

[Signature]
JERROLD KNEE
PATRICIA A. MAURER


By: *[Signature]*
WILLIAM C. LEMKE, President
First Mortgagee

STATE OF FLORIDA)
 ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of August, 1995, by Joel M. Gamal, President of First Equitable Realty III, Inc., who personally appeared before me at the time of notarization, and who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

NOTARY PUBLIC:
[Signature]
State of Florida at Large
Print: DENNIS P. ELLIOTT

My Commission Expires:
August 14, 1999
Notary ID # 721681
Commission No. CC 488280 2

 DENNIS P. ELLIOTT
Notary Public, State of Florida
My Comm. Exp. 8/14/99
CC 488280 / BONDED

SENT BY:TAYLOR BRION

: 8-16-95 : 3:22PM :

TAYLOR BRION-310#17578*21#1305771:# 5/ 7

OFF REC 16914 PC 0872

STATE OF FLORIDA)

ss:

COUNTY OF DADE)

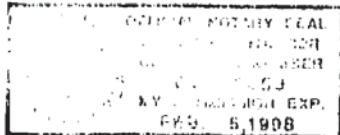
The foregoing instrument was acknowledged before me this 21 day of August, 1995, by WILLIAM C. LEMKE, V. Pres. of HOME SAVINGS BANK, F.S.B., who personally appeared before me at the time of notarization, and who is personally known to me or who has produced (personally known) as identification and who did (did not) take an oath.

NOTARY PUBLIC:

[Signature]
State of Florida at Large

Print: _____

My Commission Expires:



C:\DUBBIN\MORTHBAY.VTL\COVENT.LMD

This instrument was prepared by:
MURRAY H. DUBBIN
ATTORNEY AT LAW
801 Brickell Ave., Suite 1401
Miami, FL 33131-2900

SENT BY TAYLOR BRION

: 8-16-95 : 3:22PM :

TAYLOR BRION-010#17578*21#1305771:# 6/ 7

: 1-1-95 : 2:26PM :

TAYLOR BRION-010#17578*21#1305771:# 1/ 5

OFF
REF 16914 PL 0873North Bay Landing

All of Lots 1 and 2, Block 8, of FIRST ADDITION TO TREASURE ISLAND, Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida; thence run North along the East line of said Lot 2 for a distance of 69 feet to a point, thence run West along a line of 69 feet North of and parallel to the South line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 107.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida.

And

Tract A, Block 8, FIRST ADDITION OF TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02°25'14" West of the Southwest corner of said Tract "A", thence run North 63°43'21" East, a distance of 225.67 feet of the northeasterly line of said Tract A; thence North 47°53'36" West along the Northeasterly line of said Tract A; a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road 828; thence South 42°26'03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83°38'15" and a radius of 550.48 feet an arc distance of 142.63 feet through an angle of 12°33'49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57°23'06" and a radius of 25 feet and arc distance of 25.03 feet to the end of said radial return and a point on the West line of said Tract A; thence South 02°25'14" East of said West line of said Tract A a distance of 3.95 feet to the POINT OF BEGINNING.

EXHIBIT "A"

SENT BY TAYLOR BRION

8-16-95 3:29PM
4-12-95 9:26PM

TAYLOR BRION-910#17578*21#1305771:# 7/ 7
TAYLOR BRION-910#17578*21#1305771:# 5/ 5

OFF REC 16914 PG 0874

Commencing at the one-half mile post on the west line of Section 9, Township 33 South, Range 42 East, as shown on the map of highway right-of-way of proposed Northeast seventy-ninth street causeway, which same is recorded in Plat Book No. 25 at Page 79 of the Public Records of Dade County, Florida; thence North 88 degrees 41' 24" east along the center line of the above right-of-way for 1849.00 feet to a point; thence south 1 degree 37' 00" east for 88.00 feet to a point on the south right-of-way of said 79 St. Causeway; thence North 88 degrees 41' 24" east along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 287.82 feet and a central angle of 38 degrees 12' 00" for an arc distance of 371.81 feet to a point of reverse curvature; thence to the left along a curve having a radius of 488.48 feet and a central angle of 11 degrees 00' 40" for an arc distance of 136.14 feet to the point of beginning; thence continue along the aforementioned curve having a central angle of 37 degrees 02' 17" for an arc distance of 428.33 feet to a point; thence south 1 degree 37' 00" east for 208.71 feet to a point of curvature of a curve to the right; thence to the right along said curve having a radius of 881.98 feet, a central angle of 12 degrees 37' 47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 136.98 feet, a central angle of 27 degrees 45' 00" and an arc distance of 154.98 feet to a point; thence south 1 degree 37' 00" east for 14.18 feet to a point; thence south 88 degree 41' 24" west for 68.98 feet to a point; thence south 1 degree 37' 00" west for 236.39 feet to the point of beginning.

RECORDERS NOTE:
The legibility of writing, typing or printing unath-
factory in this document when received.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN,
Clerk of Circuit & County
Courts

EXHIBIT "B"

This instrument prepared by and
after recording, please return to:

Kathryn Mehaffey
Weiss Serota Helfman Cole & Bierman
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, FL 33301

Address 1850 79 Street Causeway
Folio: 23-3209-000-251
23-3209-000-253
23-3209-000-260

Reserved for Recording

FIRST AMENDMENT TO
COVENANT RUNNING WITH THE LAND

WHEREAS, The Atkinson Trust, LLC (the "Owner") is the owner of the following described real property (the "Property"), lying, being and situated in North Bay Village, Florida and legally described as:

SEE ATTACHMENT "A"

And generally located at 1850 79 Street Causeway, North Bay Village, Florida; and

WHEREAS, on September 8, 1995, Owner's predecessor in title recorded a Covenant Running with the Land in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the "Covenant") pursuant to stipulation approved by Village Resolution No. 92-39; and

WHEREAS, the "Covenant" limits the use of the Property "Solely" for parking purposes for the benefit of North Bay Landing, now named "Grandview Palace"; and

WHEREAS, the Covenant is subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, Owner desires to allow for use of the property for development in addition to the parking for Grandview Palace; and

WHEREAS, Owner, with approval of the Village Commission of North Bay Village, Florida, as granted in Resolution No. 2018-095, desires to amend the Covenant to provide for redevelopment of the property in conjunction with parking required by the Village for Grandview Palace.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

A. The above recitals are true and correct, and are hereby incorporated by reference.

B. The Covenant Running with the Land is hereby amended as follows:

Paragraph 1. Is hereby amended as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use ~~solely~~ for parking purposes for North Bay Landing (now known as "Grandview Palace") in addition to other uses which may be developed on the property as permitted by the Village Land Development Regulations.

C. The Covenant Running with the Land, as amended by this First Amendment, remains in full force and effect in accordance with the terms and conditions thereof. All other terms, covenants, stipulations and Resolutions not otherwise amended are hereby confirmed and ratified.

IN WITNESS WHEREOF, Owner has executed this Covenant this 8th of November, 2018.

WITNESSES:

THE ATKINSON TRUST, LLC

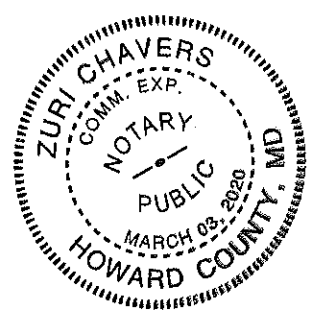
[Signature]
Print Name: Mark Casey

By: [Signature]
Katherine Edwards

[Signature]
Print Name: Stephen J. Gammon Jr.
Maryland

STATE OF FLORIDA)
Baltimore SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 8th day of November, 2018, by Katherine Edwards, as President of Atkinson Trust. Personally Known NA or Produced Identification Drivers license
Type of Identification Produced Drivers license



[Signature]
Print or Stamp Name:
Notary Public, State of Maryland
Commission No.: N/A
My Commission Expires: 03-03-2020

ATTACHMENT "A"

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

**OFFICIAL
DOCUMENT**

RESOLUTION NO. 2018-095

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY ATKINSON TRUST, LLC TO AMEND THE COVENANT RUNNING WITH THE LAND RECORDED AT BOOK 16914 PAGE 0872 FOR PROPERTY GENERALLY LOCATED AT 1850 79TH STREET CAUSEWAY TO ALLOW REDEVELOPMENT OF THE PROPERTY FOR PARKING FOR GRANDVIEW PALACE AND ADDITIONAL USES AS PERMITTED BY THE VILLAGE LAND DEVELOPMENT REGULATIONS; PROVIDING AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER LEWIS VELKEN)*

WHEREAS, Atkinson Trust, LLC (the "Owner") has submitted a request to amend the Covenant Running with the Land recorded in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the "Covenant") for property generally located at 1850 79th Street Causeway (the "Property"); and

WHEREAS, on September 8, 1995, Owner's predecessor in title recorded the Covenant subsequent to litigation; and

WHEREAS, the Covenant limits the use of the Property "Solely" for parking purposes for the benefit of North Bay Landing, now named "Grandview Palace"; and

WHEREAS, Owner desires to allow for use of the property for development in addition to providing the parking for Grandview Palace; and

WHEREAS, the Covenant is subject to modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, amendment of the Covenant does not alter the parking requirements for the Grandview Palace Condominium which must be met on the Property which was approved by the Village in the Stipulation approved by the Village in Resolution No. 92-39; and

WHEREAS, the “First Amendment To Covenant Running With The Land” attached hereto as Exhibit “A” (the “Amended Covenant”), revises the Covenant to delete the word “Solely” and allow for perpetual use of the Property for parking for Grandview Palace Condominium in addition to other uses which may permitted by the Village Land Development Regulations; and

WHEREAS, the Amended Covenant will preserve required parking while supporting redevelopment and Village goals for community revitalization.

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

Section 1. Recitals.

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

Section 2. Approval.

The “First Amendment To Covenant Running With The Land” for property located at 1850 79th Street Causeway, attached hereto and incorporated herein as Exhibit “A” is hereby approved.

Approval of this request does not constitute a development approval and does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Section 3. Effective Date.

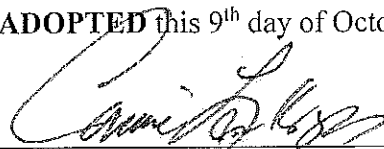
This Resolution shall become effective upon its adoption.

The foregoing Resolution was offered by Vice Mayor Andreana Jackson, who moved for its adoption. This motion was seconded by Commissioner Laura Cattabriga, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

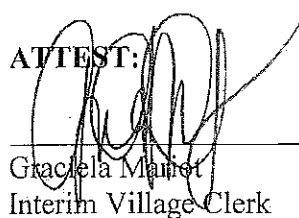
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Andreana Jackson	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Laura Cattabriga	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED and ADOPTED this 9th day of October 2018.



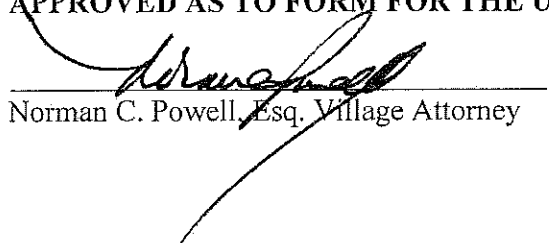
Connie Leon-Kreps, Mayor

ATTEST:



Graciela Maniot
Interim Village Clerk

APPROVED AS TO FORM FOR THE USE OF NORTH BAY VILLAGE:



Norman C. Powell, Esq. Village Attorney

EXHIBIT A
Proposed First Amendment to
COVENANT RUNNING WITH THE LAND

This instrument prepared by and
after recording, please return to:

Kathryn Mehaffey
Weiss Serota Helfman Cole & Bierman
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, FL 33301

Address 1850 79 Street Causeway
Folio: 23-3209-000-251
23-3209-000-253
23-3209-000-260

Reserved for Recording

FIRST AMENDMENT TO
COVENANT RUNNING WITH THE LAND

WHEREAS, The Atkinson Trust, LLC (the "Owner") is the owner of the following described real property (the "Property"), lying, being and situated in North Bay Village, Florida and legally described as:

SEE ATTACHMENT "A"

And generally located at 1850 79 Street Causeway, North Bay Village, Florida;
and

WHEREAS, on September 8, 1995, Owner's predecessor in title recorded a Covenant Running with the Land in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the "Covenant") pursuant to stipulation approved by Village Resolution No. 92-39; and

WHEREAS, the "Covenant" limits the use of the Property "Solely" for parking purposes for the benefit of North Bay Landing, now named "Grandview Palace"; and

WHEREAS, the Covenant is subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, Owner desires to allow for use of the property for development in addition to the parking for Grandview Palace; and

WHEREAS, Owner, with approval of the Village Commission of North Bay Village, Florida, as granted in Resolution No. _____, desires to amend the Covenant to provide for redevelopment of the property in conjunction with parking required by the Village for Grandview Palace.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

A. The above recitals are true and correct, and are hereby incorporated by reference.

B. The Covenant Running with the Land is hereby amended as follows:

Paragraph 1. Is hereby amended as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use solely for parking purposes for North Bay Landing (now known as "Grandview Palace") in addition to other uses which may be developed on the property as permitted by the Village Land Development Regulations.

C. The Covenant Running with the Land, as amended by this First Amendment, remains in full force and effect in accordance with the terms and conditions thereof. All other terms, covenants, stipulations and Resolutions not otherwise amended are hereby confirmed and ratified.

IN WITNESS WHEREOF, Owner has executed this Covenant this _____ of _____, 2018.

WITNESSES:

THE ATKINSON TRUST, LLC

Print Name: _____

By: _____
James Edwards

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of _____ . Personally Known _____ or Produced

Identification _____.

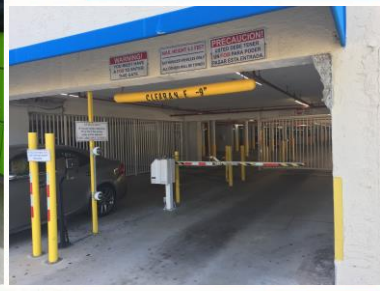
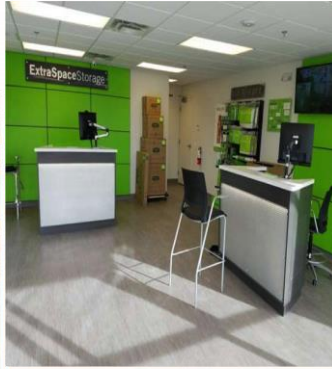
Type of Identification Produced _____

Print or Stamp Name:
Notary Public, State of _____
Commission No.: N/A
My Commission Expires:

ATTACHMENT "A"

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.



SHARED PARKING ANALYSIS

EXTRA SPACE STORAGE

North Bay Village, Florida

12/27/2018

Baranof Holdings
2305 Cedar Springs Road, Suite 200
Dallas, TX 75201



WALKER
CONSULTANTS

TABLE OF CONTENTS

EXECUTIVE SUMMARY	ii
Findings and Conclusions	ii
<i>1992 Stipulation Parking Allocation – 1,119 Spaces</i>	iii
SECTION 1-INTRODUCTION	
	1
SECTION 2-SHARED PARKING	
	4
Shared Parking Methodology	4
Shared Parking Analysis	6
Land Use Units: Building Program Description	6
Base Parking Ratios and Minimum Parking Requirements	7
Presence Factors	8
Driving Ratio Adjustment	9
Non-Captive Adjustment Ratio	10
Summary and Overall Recommendations	12
LIST OF EXHIBITS	
Exhibit 1: Grandview Palace Condominiums and – Proposed Extra Space Storage Development Land Use Quantities	1
Exhibit 2: Minimum Off-Street Parking Requirements – North Bay Village	2
Exhibit 3: Shared Parking Analysis List of Shared Parking Steps	5 6
Exhibit 4: Summary of Grandview Palace Condominium – Land Uses	7 7
Exhibit 5: Summary of Extra Space Storage Land Uses	7
Exhibit 6: Minimum Parking Requirements	8
Exhibit 7: Grandview Palace Non-Captive Ratio Summary Table	11
Exhibit 8: Extra Space Storage Non-Captive Ratio Summary Table	11
Exhibit 9: Grandview Palace Shared Parking Analysis – Typical Peak Weekday	12 12
Exhibit 10: Grandview Palace Shared Parking Analysis – Typical Peak Weekend	13 13
Exhibit 11: Extra Space Storage Shared Parking Analysis – Typical Peak Weekday	14 14
Exhibit 12: Extra Space Storage Shared Parking Analysis – Typical Peak Weekend	14 14



EXECUTIVE SUMMARY
FINDINGS AND CONCLUSIONS

- The preliminary development plans for the Extra Space Storage development include a proposed 40± space parking structure and 99± surface parking spaces for a total planned parking inventory of 139± parking spaces.
- A Grandview Palace legal stipulation dated December 28, 1992 required 1,119 parking spaces be available for the existing and approved for completion land uses. As of the date of the stipulation, the land uses included:
 - 506 two-bedroom apartment units
 - 670 sf of office space
 - 15,200 sf of retail space
 - Marina facility with 106 slips and 32 davits in an additional 13 slips, for a total of 119 slips
- A Walker site visit on Thursday, November 1, 2018 revealed the following land use changes to the original 1992 stipulation:

Summary of Grandview Palace Condominium Land Use

Land Use Type	1992 Stipulation	Current Unit/ Square Footage (sf)	Change (+/-)
Office	600-sf	5,239-sf	+4,569-sf
Retail/Shopping	15,200-sf	7,685-sf	-7,515-sf
Fine/Casual Dining (Includes Yacht Club)	0-sf	3,626-sf	+3,626-sf
Health Club	0-sf	4,444-sf	+4,444-sf
Specialty Grocery	0-sf	2,014-sf	+2,014-sf
Marina	119 Slips	117 Slips	-2 Slips
Residential Condo			
1-bedroom		15 units	+15 units
2-bedroom	506 units	479 units	-27 units
3-bedroom		12 units	+12 units

Source: Grandview Palace Condominium Association, Inc; Walker Consultants, 2018

- The proposed land use quantities for the Extra Space Storage development site are defined as follows:

Summary of Extra Space Storage Land Use

Land Use Type	Unit/Square Foot
Office	900-sf
Retail/Shopping	4,000-sf
Mini-Storage Warehouse	141,900-sf

Source: Baranof Holdings; Walker Consultants, 2018

- To remain current with North Bay Village parking code requirements, the following minimum base parking ratios have been used to calculate the typical peak demand for new uses, and any expansions of use, above the grandfathered uses identified in the 1992 Stipulation.

Minimum Off-Street Parking Requirements – North Bay Village

Residential Uses:	
Multi-family:	1.5 parking spaces for each efficiency unit
	2 parking spaces for 1- and 2-bedroom units
	3 parking spaces for 3-bedroom units
Residential Guest	10% of total required residential spaces
Commercial Uses:	
Fitness Center	1 parking space for every 200-sf (GFA)
Retail	1 parking space for every 200-sf (GFA)
Restaurant	1 parking space for every 75-sf (CSA)
Office	1 parking space for every 300-sf (GFA)
Marina	1 parking space for every boat slip or berth

Source: North Bay Village, Florida – Unified Land Development Code; Chapter 9 - Off-Street Parking Requirements

1992 STIPULATION PARKING ALLOCATIONS – 1,119 SPACES

Land Use Type	Allocation of 1992 Stipulation Spaces	Additional (or Reduced) Requirement Based on Change	Total (Unadjusted Demand) 1992 Stipulation adjusted for subsequent land use changes
Office	2 Spaces	+15 Spaces	17 Spaces
Retail/Shopping	76 Spaces	-37 Spaces	39 Spaces
Fine/Casual Dining (Includes Yacht Club)		+49 Spaces	49 Spaces
Health Club		+22 Spaces	22 Spaces
Specialty Grocery		+10 Spaces	10 Spaces
Marina	29 Spaces	0 Spaces	29 Spaces
Residential Condo			
1-bedroom			
2-bedroom	1,012 Spaces		
3-bedroom		+12 Spaces	1,024 Spaces
Total	1,119 Spaces		1,190 Spaces

Source: Walker Consultants 2018

- Based on the model for Grandview Palace Condominiums, projected typical peak hour demand is projected to occur on a weekday in February during the 7:00pm hour.

Grandview Palace Condominiums Shared Parking Analysis – Projected Typical Peak (Weekday)

Land Use	Weekday					Demand	Demand
	Unadj	Month Adj	Pk Hr Adj	Non Captive	Drive Ratio	February	February
	Demand	February	7:00 PM	Evening	Evening	7:00 PM	5:00 PM
Community Retail (<400 ksf)	39	100%	95%	85%	98%	31	33
Specialty Grocery	10	100%	27%	80%	98%	2	2
Fine/Casual Dining	49	100%	100%	80%	98%	38	29
Health Club	22	95%	90%	40%	98%	7	7
Residential Reserved - Condo	522	100%	100%	100%	95%	498	498
Residential Unreserved - Condo	502	100%	97%	100%	95%	464	407
Office Visitor <25,000sq ft	0	100%	2%	100%	98%	0	0
Employee	17	100%	10%	100%	85%	1	6
Marina	29	100%	25%	22%	98%	2	4
Subtotal Customer/Guest	149					80	71
Subtotal Employee/Resident	519					465	413
Subtotal Reserved Resident - Condo	522					498	498
Total Parking Spaces Required	1,190					1,043	986
					% reduction	12%	

Source: Walker Consultants 2018

Key Finding: When typical peak weekday parking projections for Grandview Palace Condominiums (1,043± spaces) are compared against the current inventory of 1,165± spaces, Walker’s analysis provides a parking surplus of 122± spaces.

- Walker assumes 100% occupancy for all land use quantities in this analysis. It is understood that an additional 50% to 70% vacancy rate reduction may apply to residential utilization as a factor of seasonal occupancy and expected turnover. It should be recognized that we have not factored the 50% to 70% reduction into our model result as our model is designed to represent the busiest hour of the year, busiest day of the year, and busiest month of the year, at an 85th percentile level relative to similar properties with reasonable means of transportation available to the site users.

- Based on the model for Extra Space Storage, projected typical peak hour demand is projected to occur on a weekday in February during the 11:00am hour.

Extra Space Storage Shared Parking Analysis – Projected Typical Peak (Weekday)

Land Use	Weekday					Demand	Demand
	Unadj Demand	Month Adj January	Pk Hr Adj 12:00 PM	Non Captive Daytime	Drive Ratio Daytime	January 12:00 PM	January 6:00 PM
Community Retail (<400 ksf)	12	95%	25%	100%	98%	3	3
Employee	3	95%	100%	100%	75%	2	2
Mini-Storage Warehouse	20	91%	55%	100%	98%	10	4
Employee	0	95%	100%	100%	75%	0	0
Office <25,000sq ft	0	100%	15%	100%	98%	0	0
Employee	3	100%	90%	100%	80%	2	1
Subtotal Customer/Guest	32					13	7
Subtotal Employee	6					4	3
Total Parking Spaces Required	38					17	10
					% reduction	55%	

Source: Walker Consultants 2018

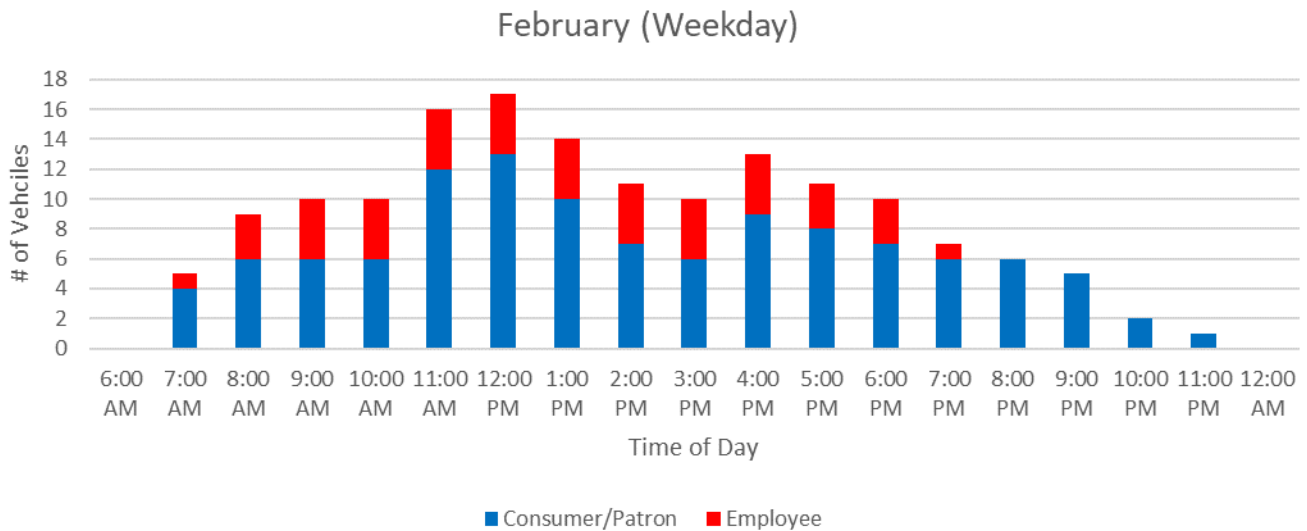
Key Finding: When typical peak weekday parking projections for Extra Space Storage (17± spaces) are compared against the planned inventory of 140± spaces, Walker’s analysis shows a parking surplus of 123± spaces. Overlaying projected weekday peak hour demand for Extra Space Storage on projected weekday peak hour demand for Grandview Palace Condominiums adds 7± additional spaces at the 7:00pm hour for a total projected need of 1,050± spaces.

- The following exhibits reflect time of day usage for the Extra Space Storage development on a weekday in February.

Extra Space Storage Estimated Peak Hour Demand by Time of Day (Weekday)

Extra Space Storage	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM
Consumer/Patron	0	4	6	6	6	12	13	10	7
Employee	0	1	3	4	4	4	4	4	4
	0	5	9	10	10	16	17	14	11

Extra Space Storage	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Consumer/Patron	6	9	8	7	6	6	5	2	1	0
Employee	4	4	3	3	1	0	0	0	0	0
	10	13	11	10	7	6	5	2	1	0



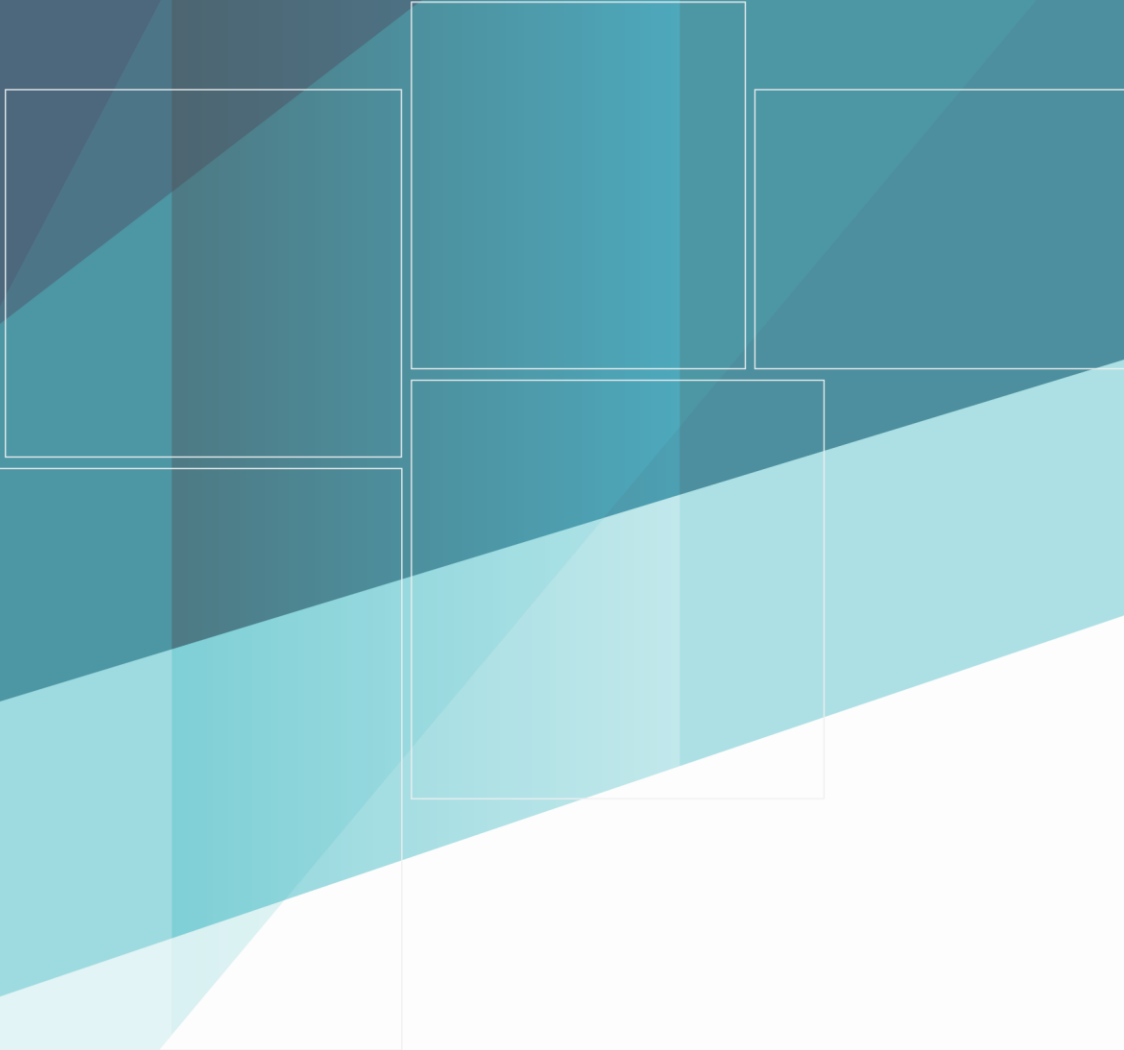
Source: Walker Consultants 2018

- During a site visit to the Grandview Palace property on Thursday, November 1st, Walker observed the following onsite parking occupancy levels, to include the use of the existing 183± parking spaces in the neighboring K-lot.

Grandview Palace Parking Inventory					
Location	Inventory	Nov. 1		Nov. 1	
		Observed 9:30am	Percent Occupied	Observed 1:30pm	Percent Occupied
Promenade (ADA and Time Limited)	11	5	45%	9	82%
Garage Main Building Tenant (Gated)	517	249	48%	145	28%
Garage North Building Retail (Non-gated)	81	40	49%	42	52%
Tenant (Gated)	306	98	32%	63	21%
South Lot (Permit)	67	30	45%	25	37%
Subtotal	982	422	43%	284	29%
K-Lot ¹ (Guest Permit)	183	35	19%	40	22%
Total	1165	457	39%	324	28%

¹Grandview Palace leases twelve (12) permitted spaces to neighboring property

Key Finding: Utilization levels captured at this time reflect resident and retail levels consistent with 50% in the main building and resident and tenant levels consistent with 30% in the north building. K lot utilization was observed at 13% to 15% when third-party lease spaces with the neighboring property were removed from utilization levels.



01 Introduction
Section

Baranoff Holdings (Client) is in the process of preparing a preliminary development plan for submittal to the City of North Bay Village, Florida. Located at 1850 79th Street Causeway in North Bay Village, Florida, the development plan is being designed to include the requirements outlined in the K-lot parking covenant from the neighboring Grandview Palace Condominiums (GVP) located at 7601 East Treasure Drive. At full build-out, the development plan will not only consider the Grandview Palace overflow parking needs, but also provide parking needs for the list of new land use elements (shown on right) in the following exhibit.

Exhibit 1: Grandview Palace Condominiums and Proposed Extra Space Storage Development Land Use Quantities



Source: Baranoff Holdings; Grandview Palace Condominium Association, Inc; and Walker Consultants 2018

To assist with the plan submittal, Baranoff Holdings is seeking the use of a shared parking analysis to help confirm the number of spaces that may be required to adequately serve the development and meet the covenant agreement of the Grandview Palace Condominium Association. This analysis consists of a review of the City's land development code requirements and the development of a shared parking analysis consistent with the City of North Bay Village's off-street parking requirements.

In accordance with Chapter 9 - General Site Design Standards; Division 2. – Off-Street Parking and Loading; Section 9-3. – Off-Street Parking Requirements; B. – *Plan required*; All proposed off-street parking facilities shall be subject to site plan review and approval. Whenever site plan review is otherwise required in conjunction with a specific use, that review shall satisfy the requirements of this section.¹

Site plans shall include the following:

- a. All off-street parking facilities shall be designed with consideration given to surrounding street patterns, adjacent properties, and other neighborhood improvements. Consideration shall be given to the number of vehicles to be accommodated, hours of operation, and types of uses served.
- b. All site plans shall show the location, size, dimensions, and design of:
 - (1) On-site buildings and structures.
 - (2) Parking spaces, loading spaces, driveways, and accessways.
 - (3) Directional markings, traffic-control devices, and signs.
 - (4) Walls, fences, pervious areas, berms, changes of grade, and planting materials.
 - (5) Number of parking spaces required, and number provided, amount of landscaping required, and amount of landscaping provided.
 - (6) Any other related information that may be reasonably required by the Village.
- c. When off-street parking facilities are located within an enclosed structure or upon the roof of a building, the site plan shall also include interior circulation patterns, slope of ramps, and location of interior structural columns.

Walker’s review of the City’s minimum number of off-street parking spaces required has revealed the following list of relevant uses and their parking requirements.

Exhibit 2: Minimum Off-Street Parking Requirements – North Bay Village

Residential Uses:	
Multi-family:	1.5 parking spaces for each efficiency unit
	2 parking spaces for 1- and 2-bedroom units
	3 parking spaces for 3-bedroom units
Residential Guest	10% of total required residential spaces
Commercial Uses:	
Fitness Center	1 parking space for every 200-sf (GFA)
Retail	1 parking space for every 200-sf (GFA)
Restaurant	1 parking space for every 75-sf (CSA)
Office	1 parking space for every 300-sf (GFA)
Marina	1 parking space for every boat slip or berth

Source: North Bay Village, Florida – Unified Land Development Code; Chapter 9 - Off-Street Parking Requirements

¹ City of North Bay Village Unified Land Development Code

In accordance with Chapter 9 - General Site Design Standards; Division 2. – Off-Street Parking and Loading; Section 9-3. – Off-Street Parking Requirements; D. – *Exceptions to parking requirements*;² Walker recognizes the following exceptions:

1. Off-site parking areas adjacent to or within a reasonable distance (the reasonableness of the distance to be determined by the Village Commission) from the premises on which parking areas are required by the parking regulations of this subchapter, where practical difficulties or unnecessary hardships are encountered in locating such parking area on the premises and where the purpose of these regulations to relieve congestion in the streets would be best served by permitting such parking off the premises.
2. Waiver or reduction of parking requirements: To waive or reduce the parking and loading requirements in any district whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities.

As defined by this section of the code, the Village Commission has the authority to waive or reduce parking requirements based upon the character or use of the building or property.

² City of North Bay Village Unified Land Development Code



02 Shared Parking Section

SHARED PARKING**SHARED PARKING METHODOLOGY**

Shared parking methodology was developed in the 1980s and has been a widely-accepted industry standard for rightsizing parking facilities over the past 30+ years. Adopted by cities throughout the U.S., and codified in zoning ordinances as an acceptable practice, shared parking is endorsed by the Urban Land Institute (ULI), the American Planning Association (APA), the National Parking Association (NPA), and International Council of Shopping Centers (ICSC), as an acceptable method of parking planning and management.

Shared parking allows for the sharing of parking spaces among uses in a mixed-use environment—in lieu of providing a minimum number of parking spaces for each individual use. Shared parking commonly results in a reduction of required parking spaces. This reduction, which is sometimes significant, depends on the quantities and mix of uses and local code requirements.

Shared Parking is defined as the ability to use the same parking resource by multiple nearby or adjacent land uses without encroachment. Shared parking takes into account the parking demand for more than 45 different land uses; the availability and use of alternative modes of transportation; captive market effects³; and daily, hourly, and seasonal variations. In the case of the Grand Palace Condominiums and the Extra Space Storage development, a shared parking analysis recognizes the interrelationship of parking among primary uses and on-site, accessory uses such as retail, office and restaurant activity. A shared parking model generates 456 parking demand computations as follows:

- 19 hours during a day, beginning at 6 a.m. and concluding at midnight
- 2 days per week, a weekday and a weekend day
- 12 months of the year
- $19 \times 2 \times 12 = 456$ different calculations

The recommended parking capacity is derived based on the highest figure generated from these 456 computations. Therefore, the intent is to design for the busiest hour of the year, busiest day of the year, and busiest month of the year, at an 85th percentile level relative to similar properties.

A shared parking analysis begins first by taking the land use quantities of each site, e.g., retail square footage, and multiplying by a base parking demand ratio and monthly and hourly adjustment factors. All base ratios and hourly and monthly adjustments are industry standards that are based on thousands of parking occupancy studies, vetted by leading parking consultants and real estate professionals, and documented within the Second Edition of ULI/ICSC's *Shared Parking*.

³Recognition of a user group already on site for another primary purpose and not generating incremental parking demand for an accessory use. For example, a sandwich shop located in a residential tower generates very little, if any, outside parking demand. Since the parking demand for the Grandview Palace residents has already been accounted for, to avoid double counting, a non-captive adjustment factor is applied to the parking demand calculation for the sandwich shop. In this extreme example, the non-captive ratio may be 0 percent.

Walker, as the analyst for this study and in accordance with standard shared-parking methodology, applies two additional adjustments to the base parking demand ratios, one to reflect an estimate of the local transportation modal split (called the driving ratio) and another to account for the best estimate of captive market effects⁴ (called the non-captive ratio). These will all be described in more detail in the sections to follow.

The following graphic provides an illustrative view of the steps involved in the shared parking analysis. This graphic is used within this document to help the reader understand the shared parking process and to also assist in communicating the step of the analysis that is being described within this report. The Shared Parking Analysis section of this report follows this graphic in consecutive order, moving from left to right, and in subsequent report sections, the gray highlighted section of the graphic (note: all sections are highlighted in Exhibit 3) designates the step that is being described.

Exhibit 3: Shared Parking Analysis

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non- Captive Ratio	=	TOTAL
--	---	---	---	-------------------	---	------------------	---	------------------	---	--------------------------	---	-------

Source: Walker Consultants 2018

For most land uses, shared parking is based on the 85th percentile of peak-hour observations, a standard espoused by the ITE, the NPA’s Parking Consultants Council, and renowned parking planners. This 85th percentile is a significant and high threshold to meet in terms of supplying parking capacity in that it provides a parking supply that will not be needed by a majority of developments. The 85th percentile recommendation is informed by field data counts in the fourth edition of ITE’s *Parking Generation4* and this threshold represents the 85th percentile of peak-hour observations supplied during the study.

The key goal of a shared parking analysis is to find the balance between providing adequate parking to support a development from a commercial and operational standpoint and protect the interests of neighboring property owners, while minimizing the negative aspects of excessive land area or resources devoted to parking. The ultimate goal of a shared parking analysis is to find a peak period, reasonably predictable worst-case scenario, or design day condition.

Allowing multiple land uses and entities to share parking spaces has allowed for and led to the creation of many popular real estate developments and districts, resulting in the combination of office, residential, retail, hotel, and entertainment districts that rely heavily on shared parking for economic viability while providing parking accommodations to meet the actual demand generated by the development. Traditional downtowns in large and small cities alike have depended on the practice in order to be compact, walkable and economically viable. In the same way, mixed-use projects have also benefited from the shared-parking principle, which offers multiple benefits to a community, not the least of which is a lesser environmental impact due to the reduction in required parking needed to serve commercial developments, as well as the ability to create a more desirable mix of uses at one location, all the while ensuring that parking supply is designed for the busiest hour of the year, busiest day of the year, and busiest month of the year, at an 85th percentile relative to similar properties.

⁴Captive market means attendees who are on-site for more than one reason and are not creating additive parking demand.

SHARED PARKING ANALYSIS

In accordance with accepted shared-use methodology, this section of the report documents the steps taken to appropriately determine a recommended parking capacity for each of the sites. Base parking generation ratios, representing weekday and weekend conditions, are taken verbatim from the Second Edition of ULI/ICSC’s *Shared Parking* and multiplied by each site’s land use quantities, yielding a product which is then adjusted by multiplying by hourly and monthly factors for each of the development’s respective land uses. These are called “presence factors”. Two final adjustments are made to the standard or base parking generation ratios. One adjustment discounts the demand to account for local transportation modal split characteristics, recognizing that not everyone drives an automobile for every trip, and a second adjustment is made to avoid double counting attendees who are on-site for more than one reason and are therefore not creating additive parking demand. These last two calculations are referred to as the “driving ratio” and “non-captive” adjustments. The balance of this section of the report documents the math that underlies this analysis, following the steps listed below.

List of Shared Parking Steps	Page
Step 1: Identification and Quantification of Project Land Use Components	6
Step 2: Application of Standard or Base Parking Generation Ratios.....	6
Step 3: Application of Presence Factors	7
Step 4: Application of Driving Ratio.....	8
Step 5: Application of Non-Captive Ratio	8

LAND USE UNITS: BUILDING PROGRAM DESCRIPTION

The following exhibits document the proposed land uses associated with each of the project sites. Office building and residential amenities that will not generate additive parking demand have been excluded from the parking calculations and typically include the common areas in and around each building. These uses are typically defined as employee and guest amenities and, in this context, would not be expected to generate any outside demand for parking.

Step 1: Identification and Quantification of Project Land Use Components

Land Use Units (Number of rooms, square footage, etc.)	x	Standard or Base Parking Generation Ratio	x	Monthly Factor	x	Hourly Factor	x	Driving Ratio	x	Non- Captive Ratio	=	TOTAL
---	---	--	---	-------------------	---	------------------	---	------------------	---	-----------------------	---	-------

Source: Walker Consultants 2018

Exhibit 4: Summary of Grandview Palace Condominium Land Uses

Land Use Type	1992 Stipulation	Current Unit/ Square Footage (sf)	Change (+/-)
Office	600-sf	5,239-sf	+4,569-sf
Retail/Shopping	15,200-sf	7,685-sf	-7,515-sf
Fine/Casual Dining (Includes Yacht Club)	0-sf	3,626-sf	+3,626-sf
Health Club	0-sf	4,444-sf	+4,444-sf
Specialty Grocery	0-sf	2,014-sf	+2,014-sf
Marina	119 Slips	117 Slips	-2 Slips
Residential Condo			
1-bedroom		15 units	+15 units
2-bedroom	506 units	479 units	-27 units
3-bedroom		12 units	+12 units

Source: Grandview Palace Condominium Association, Inc; Walker Consultants, 2018

Exhibit 5: Summary of Extra Space Storage Land Uses

Land Use Type	Unit/Square Foot
Office	900-sf
Retail/Shopping	4,000-sf
Mini-Storage Warehouse	141,900-sf

Source: Baranof Holdings; Walker Consultants, 2018

BASE PARKING RATIOS AND MINIMUM PARKING REQUIREMENTS

Simply put, the base parking ratios, or the minimum off-street parking requirements, represent how many spaces should be supplied to each use if the spaces are unshared, and the project is located in a context where the driving ratio is at or near 100 percent. The following exhibit documents the minimum parking requirements employed by North Bay Village.

Step 2: Application of Standard or Base Parking Generation Ratios

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non-Captive Ratio	=	TOTAL
---	---	---	---	----------------	---	---------------	---	---------------	---	-------------------	---	-------

Source: Walker Consultants 2018

Exhibit 6: Minimum Parking Requirements

Residential Uses:	
Multi-family:	1.5 parking spaces for each efficiency unit 2 parking spaces for 1- and 2-bedroom units 3 parking spaces for 3-bedroom units
Residential Guest	10% of total required residential spaces
Commercial Uses:	
Fitness Center	1 parking space for every 200-sf (GFA)
Retail	1 parking space for every 200-sf (GFA)
Restaurant	1 parking space for every 75-sf (CSA)
Office	1 parking space for every 300-sf (GFA)
Marina	1 parking space for every boat slip or berth

Source: Shared Parking, Second Edition, Urban Land Institute and International Council of Shopping Centers, 2005; ITE Parking Generation 4th Edition, 2010.

PRESENCE FACTORS

After each site's land uses have been quantified and standard or base parking generation ratios have been applied to these land use quantities, adjustments are made to account for parking demand variability by hour of day and month of year. This is referred to as a "presence" adjustment.

Step 3: Application of Presence Factors

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non-Captive Ratio	=	TOTAL
---	---	---	---	----------------	---	---------------	---	---------------	---	-------------------	---	-------

Source: Walker Consultants 2018

Presence is expressed as a percentage of peak potential demand modified for both time of day and month of the year. The fact that parking demand for each component may peak at different times generally means that fewer

parking spaces are needed for the project than would be required if each component were a freestanding development.

DRIVING RATIO ADJUSTMENT

A driving ratio adjustment is the percentage of patrons, employees, and residents that are projected to drive to the site in a personal vehicle, expressed as a ratio. This excludes all non-driving modes of transportation including shuttle bus, taxi, ride-hailing (Lyft/Uber), walking, and carpooling passengers. Driving-ratio adjustments were made to the base ratios based on U.S. Census data (American Community Survey).

Step 4: Application of Driving Ratio

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non- Captive Ratio	=	TOTAL
---	---	---	---	-------------------	---	------------------	---	------------------	---	-----------------------	---	-------

Source: Walker Consultants 2018

The employee driving ratios were derived from the 2016 Five-Year American Community Survey data set found through the American Association of State Highway and Transportation Officials (AASHTO) and Census Transportation Planning Products (CTPP). The Census data concluded that North Bay Village, Florida has an 80.20 percent commuter drive ratio and therefore, we have modeled the drive ratio for employees at 80.20 percent. We recognize in doing so, that in this type of development, some employees will bike to work, some will carpool, and some will take local transit to the nearest drop off/ pick up spot and then walk to the site.

When combined with the Census data for residents (95 percent) and consumers (98 percent), we've modeled the comprehensive driving ratio for employees, residents and consumers at 91 percent, allowing for a nine (9) percent means of transportation reduction for the Grandview Palace Condominiums and the Extra Space Storage development site.

NON-CAPTIVE ADJUSTMENT RATIO

A shared parking analysis recognizes that people often visit two or more land uses housed within the same development site, without increasing their on-site parking use. For example, an office employee who dines at the restaurant and arrived by automobile creates parking demand for one, not two parking spaces. A non-captive ratio allows for an adjustment to the shared parking analysis by taking into account the portion of on-site visitors who are already accounted for as office employee parking demand and are therefore not creating additional parking demand. In this example, the restaurant demand is captive to the office employee demand and therefore care must be taken in the shared parking analysis to avoid double counting. This double counting is avoided by applying what is referred to as a “non-captive ratio.”

Non-captive ratios can vary from one property to the next and from one function to the next within the same property. Typically, a reduction ranging from 20 to 50 percent has been used by parking and transportation professionals to fine tune the parking requirements for mixed-use accessory uses such as restaurants and retail shops. The non-captive ratios included herein are intended to be reasonable and appropriate adjustments.

Step 5: Application of Non-Captive Ratio

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non- Captive Ratio	=	TOTAL
---	---	--	---	-------------------	---	------------------	---	------------------	---	-----------------------	---	-------

Source: Walker Consultants 2018

Since the Extra Spaces Storage patrons are modeled as the primary demand generator for the storage facility site, a 100 percent non-captive rate was applied for storage patrons and storage employees. This means that 100 percent of storage patrons are arriving on site with the intention of visiting a storage unit. Additionally, Grandview Palace resident parking across all uses was kept at a 100 percent non-captive ratio because they would be arriving on site with the intention of occupying a residential unit. For accessory uses, including retail, dining, and health club, adjustments were applied. A summary of the non-captive ratios is shown in the following exhibit.

Exhibit 7: Grandview Palace Non-Captive Ratio Summary Table⁵

Land Use	Notes	Quantity	Non Captive Ratio			
			Weekday		Weekend	
			Daytime	Evening	Daytime	Evening
Community Retail (<400 ksf)		7,685 GLA	90%	85%	90%	78%
Employee			100%	100%	47%	0%
Specialty Grocery		2,014 GLA	85%	80%	85%	73%
Employee			83%	83%	83%	83%
Fine/Casual Dining		3,626 GLA	80%	80%	66%	79%
Employee			83%	83%	83%	83%
Health Club		4,444 GLA	40%	40%	40%	40%
Employee			83%	83%	83%	83%
Residential Guest		units	100%	100%	100%	100%
Residential	Condo	51% Reserved	100%	100%	100%	100%
1 bedroom		units	100%	100%	100%	100%
2 bedroom		506 units	100%	100%	100%	100%
≥3 bedroom		units	100%	100%	100%	100%
Office Visitor <25,000sq ft		5,239 GFA	100%	100%	100%	100%
Employee			85%	100%	100%	100%
Marina		117 slips	22%	22%	22%	22%
Employee			100%	100%	100%	100%

Source: Walker Consultants 2018

Exhibit 8: Extra Space Storage Non-Captive Ratio Summary Table

Land Use	Quantity	Non Captive Ratio			
		Weekday		Weekend	
		Daytime	Evening	Daytime	Evening
Community Retail (<400 ksf)	4,000 GLA	100%	100%	99%	100%
Employee		100%	100%	100%	100%
Mini-Storage Warehouse	141,900 GLA	100%	100%	100%	100%
Employee		100%	100%	100%	100%
Office <25,000sq ft	900 GFA	100%	100%	100%	100%
Employee		100%	100%	100%	100%

Source: Walker Consultants 2018

⁵ Use of the onsite health club is estimated at 60% resident use, projecting a 40% non-captive ratio.

SUMMARY AND OVERALL RECOMMENDATIONS

GRANDVIEW PALACE CONDOMINIUM

Walker’s model evaluates the projected parking demand from 6:00am to midnight⁶ for each month of the year for a weekday and weekend. Based on the model for Grandview Palace Condominium, typical weekday peak hour demand is projected to occur in February during the 7:00pm hour and the typical weekend peak hour demand is projected to occur in March during the 8:00pm hour. The following exhibits provide a summary of Walker’s typical weekday and weekend peak hour parking projections for the existing Grandview Palace Condominium.

Exhibit 9: Grandview Palace Shared Parking Analysis – Projected Typical Peak Demand (Weekday)

Land Use	Weekday					Demand	Demand
	Unadj	Month Adj	PK Hr Adj	Non Captive	Drive Ratio	February	February
	Demand	February	7:00 PM	Evening	Evening	7:00 PM	5:00 PM
Community Retail (<400 ksf)	39	100%	95%	85%	98%	31	33
Specialty Grocery	10	100%	27%	80%	98%	2	2
Fine/Casual Dining	49	100%	100%	80%	98%	38	29
Health Club	22	95%	90%	40%	98%	7	7
Residential Reserved - Condo	522	100%	100%	100%	95%	498	498
Residential Unreserved - Condo	502	100%	97%	100%	95%	464	407
Office Visitor <25,000sq ft	0	100%	2%	100%	98%	0	0
Employee	17	100%	10%	100%	85%	1	6
Marina	29	100%	25%	22%	98%	2	4
Subtotal Customer/Guest	149					80	71
Subtotal Employee/Resident	519					465	413
Subtotal Reserved Resident - Condo	522					498	498
Total Parking Spaces Required	1,190					1,043	986
					% reduction	12%	

Source: Walker Consultants 2018

Walker assumes 100% occupancy for all land use quantities in this analysis. It is understood that an additional 50% to 70% vacancy rate reduction may apply to residential utilization as a factor of seasonal occupancy and expected turnover. It should be recognized that we have not factored the 50% to 70% reduction into our model result as our model is designed to represent the busiest hour of the year, busiest day of the year, and busiest month of the year, at an 85th percentile level relative to similar properties with limited means of transportation available to the site users.

When typical peak weekday parking projections (1,043± spaces) are compared against the current inventory of 1,165± spaces, Walker’s analysis shows a parking surplus of 122± spaces.

⁶ For this analysis, daytime hours are from 6:00am to 6:00pm and evening hours are from 6:00pm to midnight.

Exhibit 10: Grandview Palace Shared Parking Analysis – Projected Typical Peak Demand (Weekend)

Land Use	Weekend					Demand	Demand
	Unadj Demand	Month Adj Mar	Pk Hr Adj 8:00 PM	Non Captive Evening	Drive Ratio Evening	Mar 8:00 PM	February 5:00 PM
Community Retail (<400 ksf)	39	100%	65%	78%	98%	19	31
Specialty Grocery	10	100%	25%	73%	98%	2	2
Fine/Casual Dining	49	100%	100%	79%	98%	38	19
Health Club	22	85%	30%	40%	98%	2	8
Residential Reserved - Condo	522	100%	100%	100%	95%	498	498
Residential Unreserved - Condo	502	100%	98%	100%	95%	469	407
Office Visitor <25,000sq ft	0	100%	0%	100%	98%	0	0
Employee	17	100%	0%	100%	90%	0	1
Marina	29	100%	5%	22%	98%	0	4
Subtotal Customer/Guest	149					61	64
Subtotal Employee/Resident	519					469	408
Subtotal Reserved Resident - Condo	522					498	498
Total Parking Spaces Required	1,190					1,028	970
					% reduction	14%	

Source: Walker Consultants 2018

When typical peak weekend parking projections (1,028± spaces) are compared against the current inventory of 1,165± spaces, Walker's analysis shows a parking surplus of 137± spaces.

EXTRA SPACE STORAGE DEVELOPMENT SITE

Based on the model for Extra Space Storage, typical weekday peak hour demand is projected to occur in January during the noon hour and the typical weekend peak hour demand is also projected to occur in January during the same noon hour. The following exhibits provide a summary of Walker's typical weekday and weekend peak hour parking projections for the existing Extra Space Storage development site.

Exhibit 11: Extra Space Storage Shared Parking Analysis – Projected Typical Peak Demand (Weekday)

Land Use	Weekday					Demand	Demand
	Unadj Demand	Month Adj January	Pk Hr Adj 12:00 PM	Non Captive Daytime	Drive Ratio Daytime	January 12:00 PM	January 6:00 PM
Community Retail (<400 ksf)	12	95%	25%	100%	98%	3	3
Employee	3	95%	100%	100%	75%	2	2
Mini-Storage Warehouse	20	91%	55%	100%	98%	10	4
Employee	0	95%	100%	100%	75%	0	0
Office <25,000sq ft	0	100%	15%	100%	98%	0	0
Employee	3	100%	90%	100%	80%	2	1
Subtotal Customer/Guest	32					13	7
Subtotal Employee	6					4	3
Total Parking Spaces Required	38					17	10
					% reduction	55%	

Source: Walker Consultants 2018

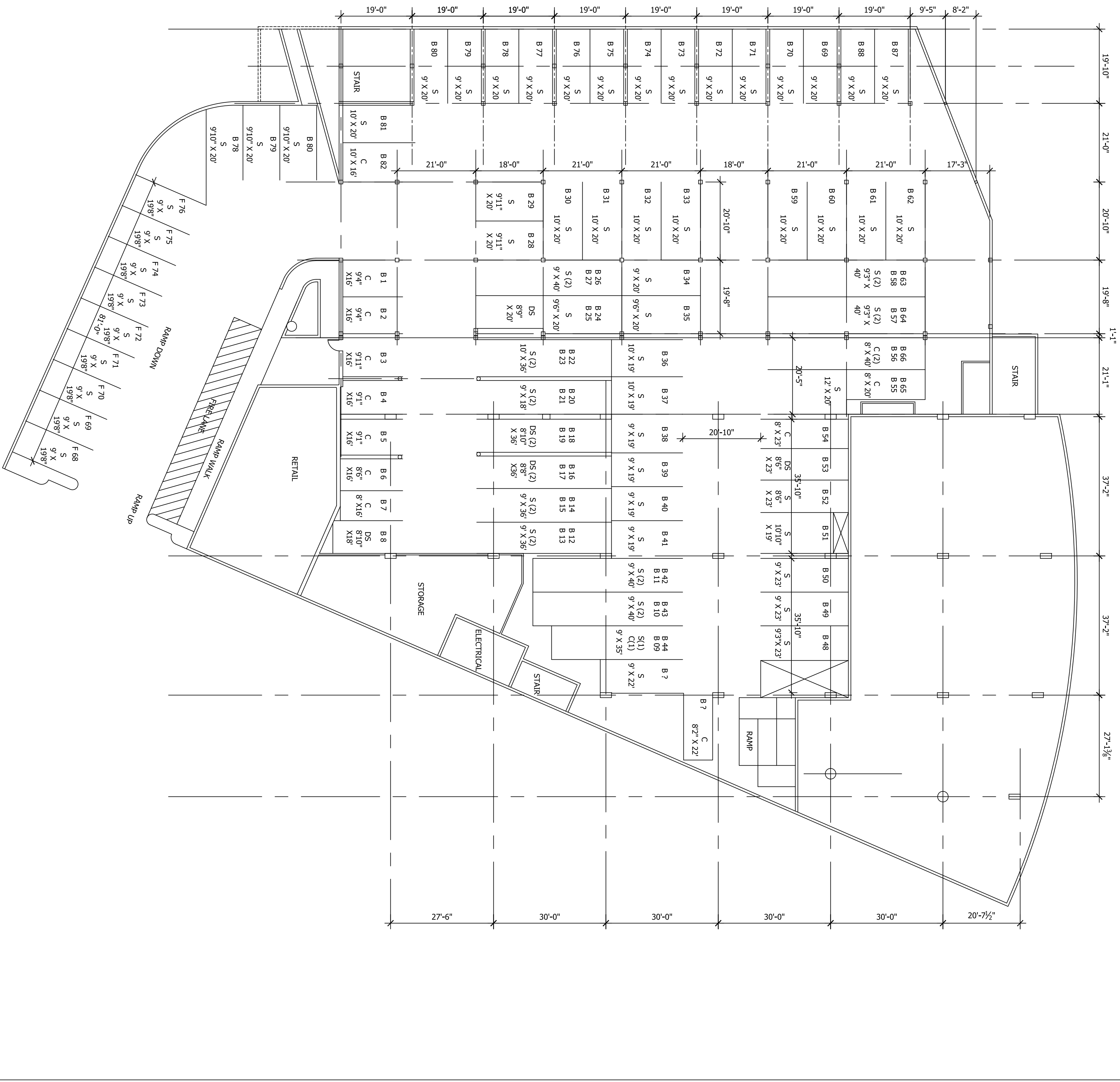
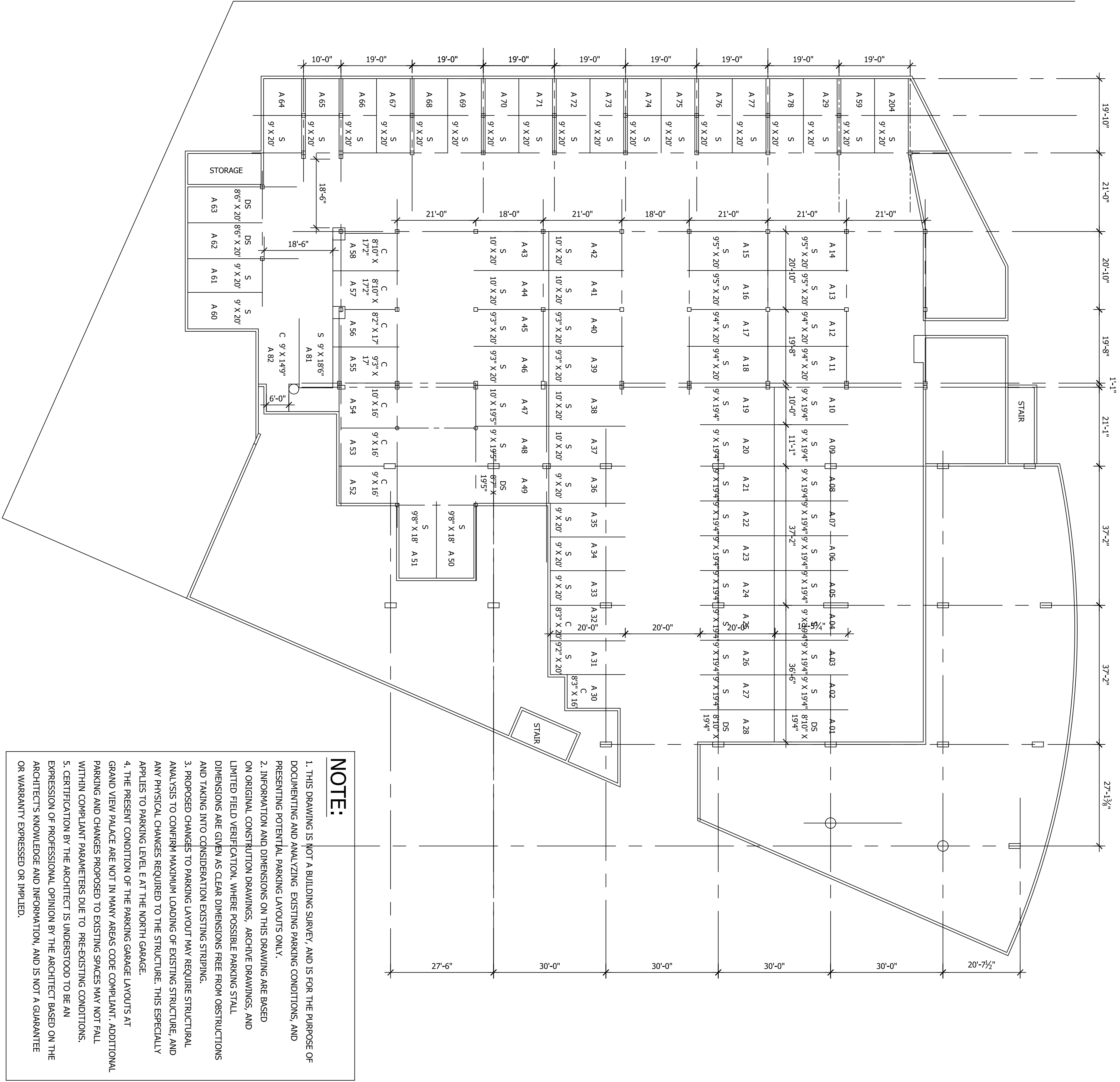
When typical peak weekday parking projections (17± spaces) are compared against the planned inventory of 140± spaces, Walker’s analysis shows a parking surplus of 123± spaces.

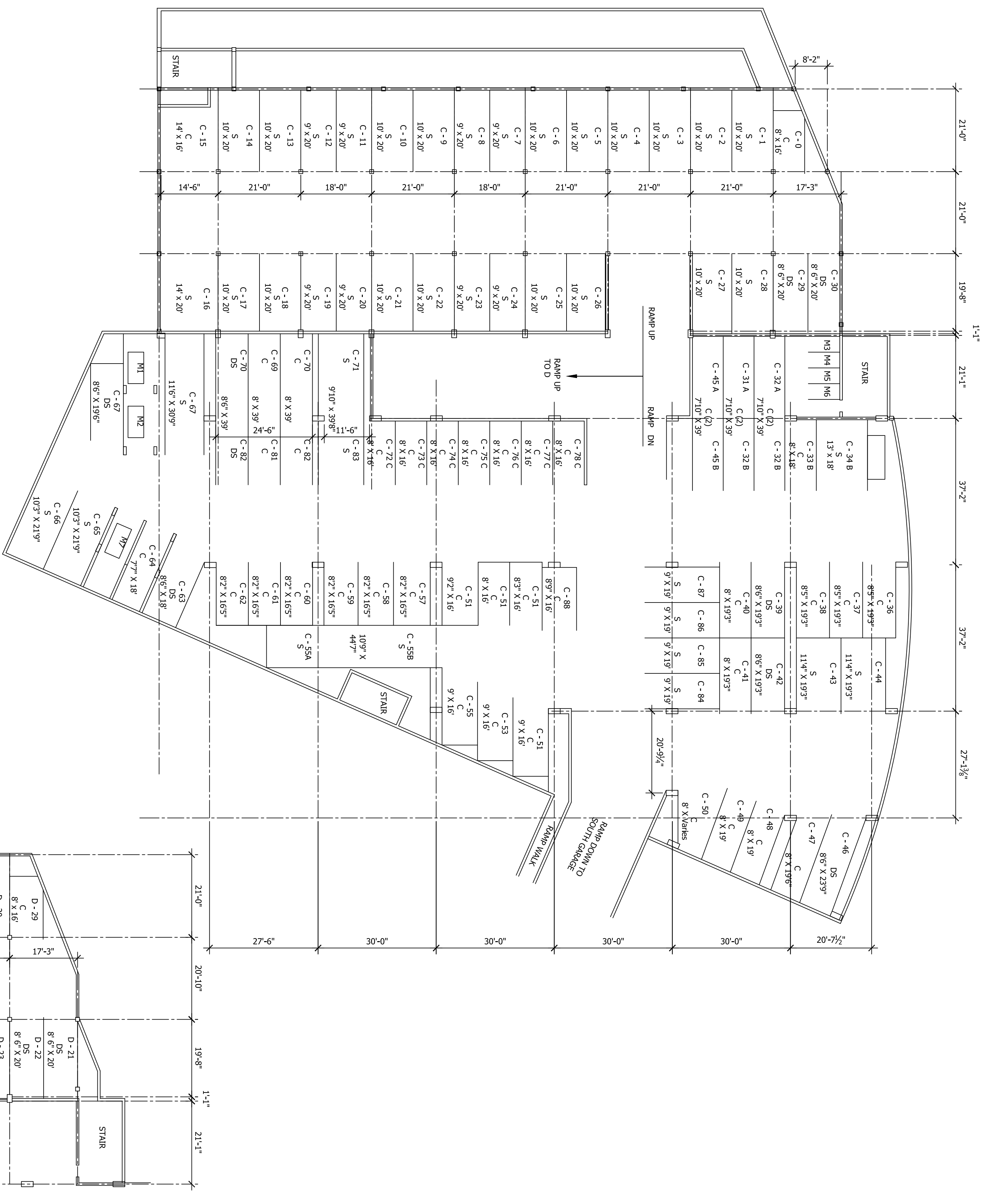
Exhibit 12: Extra Space Storage Shared Parking Analysis – Projected Typical Peak Demand (Weekend)

Land Use	Weekend					Demand	Demand
	Unadj Demand	Month Adj February	Pk Hr Adj 12:00 PM	Non Captive Daytime	Drive Ratio Daytime	February 12:00 PM	January 6:00 PM
Community Retail (<400 ksf)	13	100%	25%	99%	98%	3	3
Employee	3	100%	100%	100%	80%	2	2
Mini-Storage Warehouse	16	100%	55%	100%	98%	9	3
Employee	0	100%	100%	100%	80%	0	0
Office <25,000sq ft	0	100%	90%	100%	98%	0	0
Employee	0	100%	90%	100%	85%	0	0
Subtotal Customer/Guest	29					12	6
Subtotal Employee	3					2	2
Total Parking Spaces Required	32					14	8
					% reduction	56%	

Source: Walker Consultants 2018

When typical peak weekend parking projections (14± spaces) are compared against the current inventory of 140± spaces, Walker’s analysis shows a parking surplus of 126± spaces.

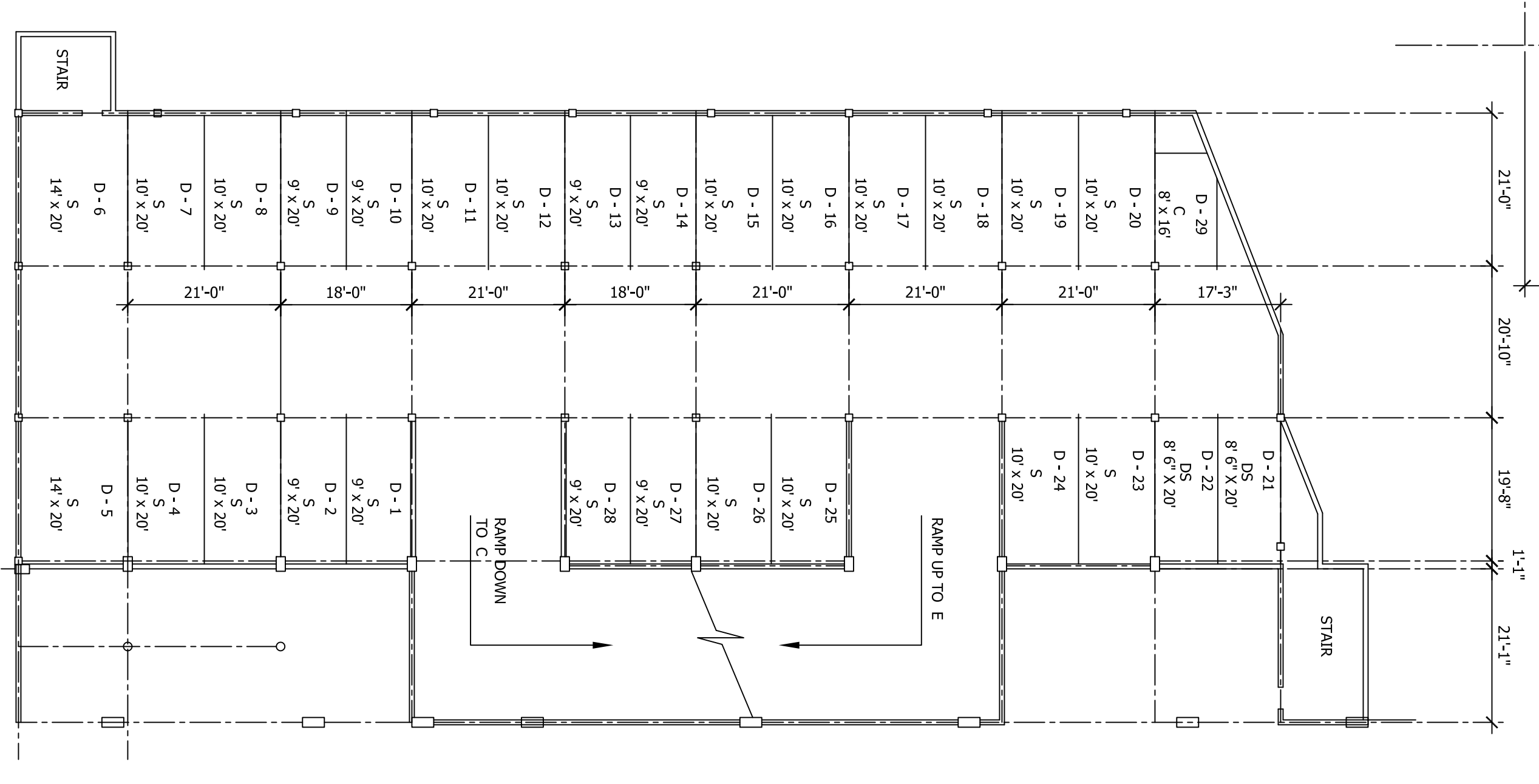
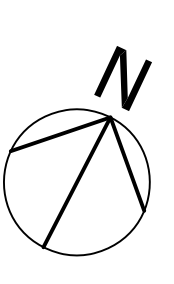




NORTH GARAGE LEVEL C

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

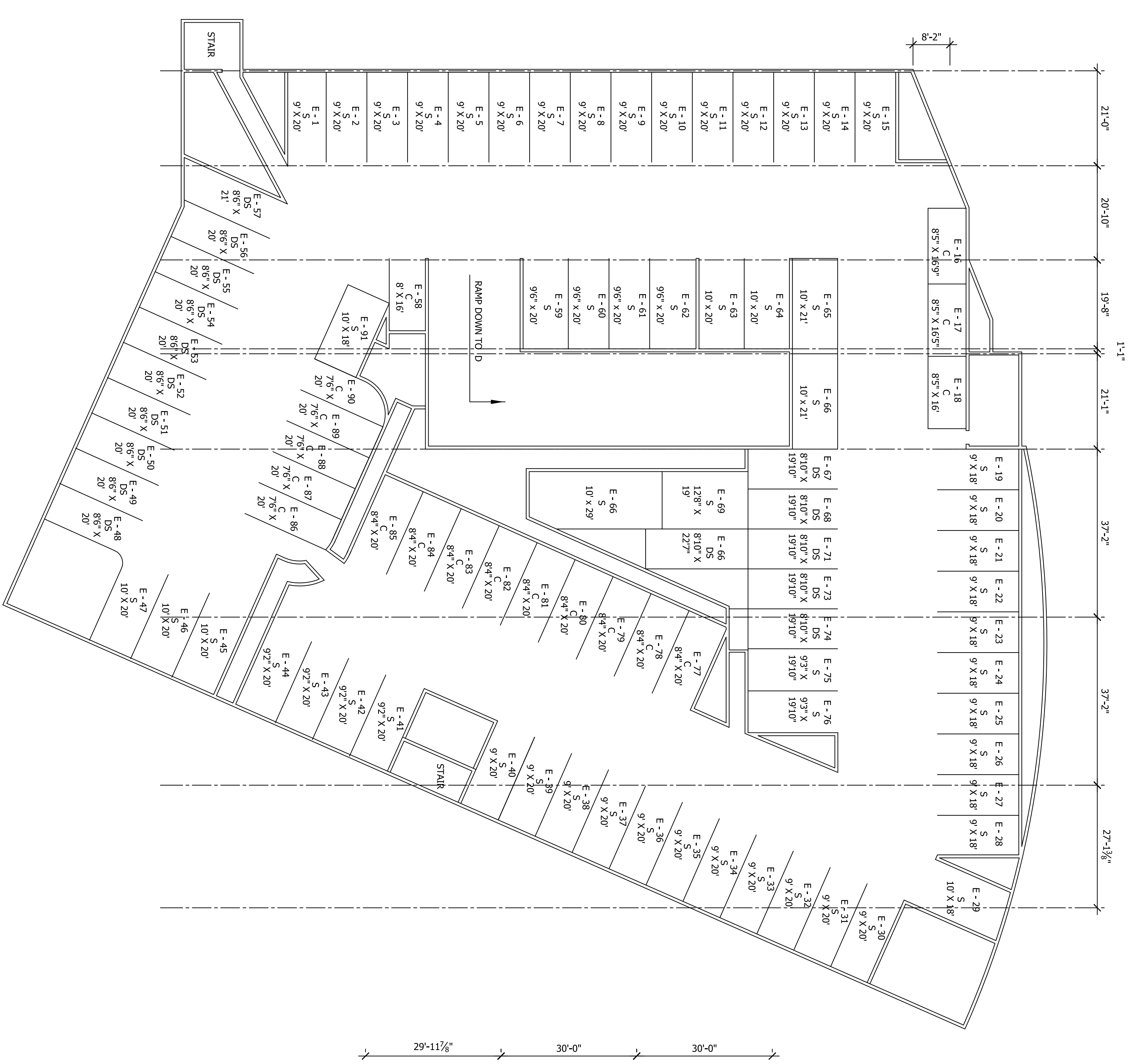
- PARKING SPACES LEVEL C:
- 41 - S (Standard 9' x 18')
 - 9 - DS (Double County Standard 8.5' x 18')
 - 43 - C (Compact 8' x 16')
 - 93 TOTAL CAR PARKING SPACES
 - 7 - M (Motorcycle spaces 4' x 8')



NORTH GARAGE LEVEL D

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

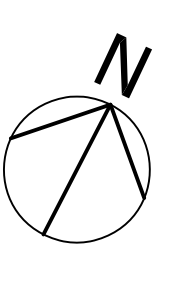
- PARKING SPACES LEVEL D:
- 27 - S (Standard 9' x 18')
 - 2 - DS (Double County Standard 8.5' x 18')
 - 1 - C (Compact 8' x 16')
 - 27 TOTAL CAR PARKING SPACES



NORTH GARAGE LEVEL E

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

- PARKING SPACES LEVEL E:
- 57 - S (Standard 9' x 18')
 - 16 - DS (Double County Standard 8.5' x 18')
 - 18 - C (Compact 8' x 16')
 - 91 TOTAL CAR PARKING SPACES



NOTE:

1. THIS DRAWING IS NOT A BUILDING SURVEY, AND IS FOR THE PURPOSE OF DOCUMENTING AND ANALYZING EXISTING PARKING CONDITIONS, AND PRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION, WHERE POSSIBLE. PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TAKING INTO CONSIDERATION EXISTING STRIPING.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO DETERMINE MAXIMUM LOADING OF EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL E AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FALL WITHIN COMPLIANT PARAMETERS DUE TO PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION, AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.

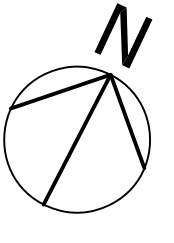
GRAND VIEW PALACE - EXISTING PARKING LAYOUT

7601 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA



MAIN GARAGE 'L' PARKING LEVEL PLAN

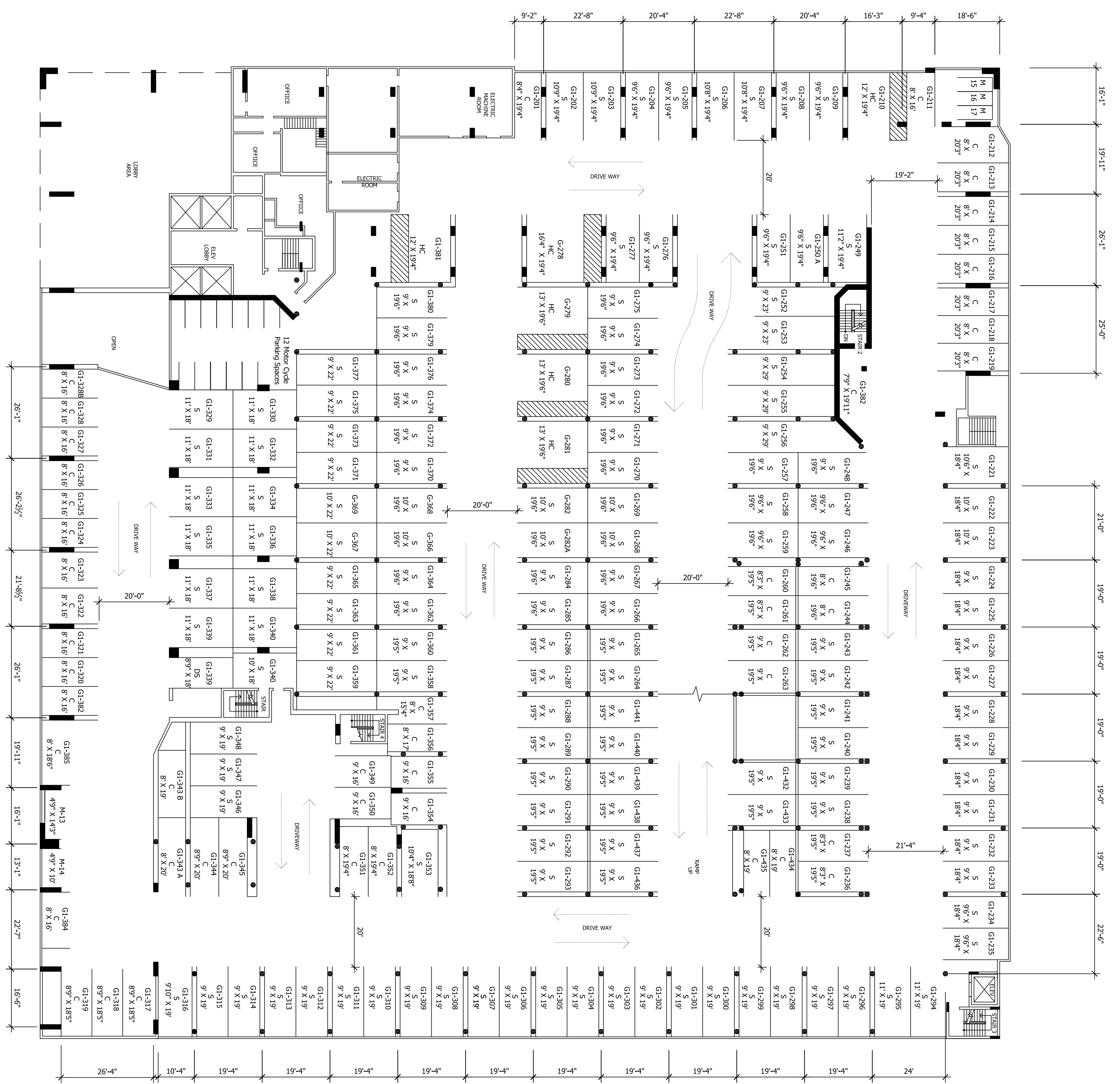
SCALE: 1/16"=1'-0"
 PARKING SPACES LABEL L:
 96' - S (Standard 9' X 18')
 9' - HC (12' X 18' - Access Aisle)
 36' - C (Compact 8' X 15')
 141 TOTAL CAR PARKING SPACES
 20' - M (Motorcycle spaces)



NOTE:

1. THIS DRAWING IS NOT A BUILDING SURVEY, AND IS FOR THE PURPOSE OF DOCUMENTING AND ANALYZING EXISTING PARKING CONDITIONS, AND PRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION, WHERE POSSIBLE. PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TAKING INTO CONSIDERATION EXISTING STRIPING.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO DETERMINE MAXIMUM LOADING OF EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FALL WITHIN COMPLIANT PARAMETERS DUE TO PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION, AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.

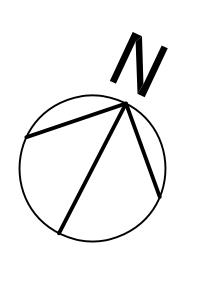
GRID PROPERTY LINE



MAIN GARAGE 'G1' PARKING LEVEL PLAN

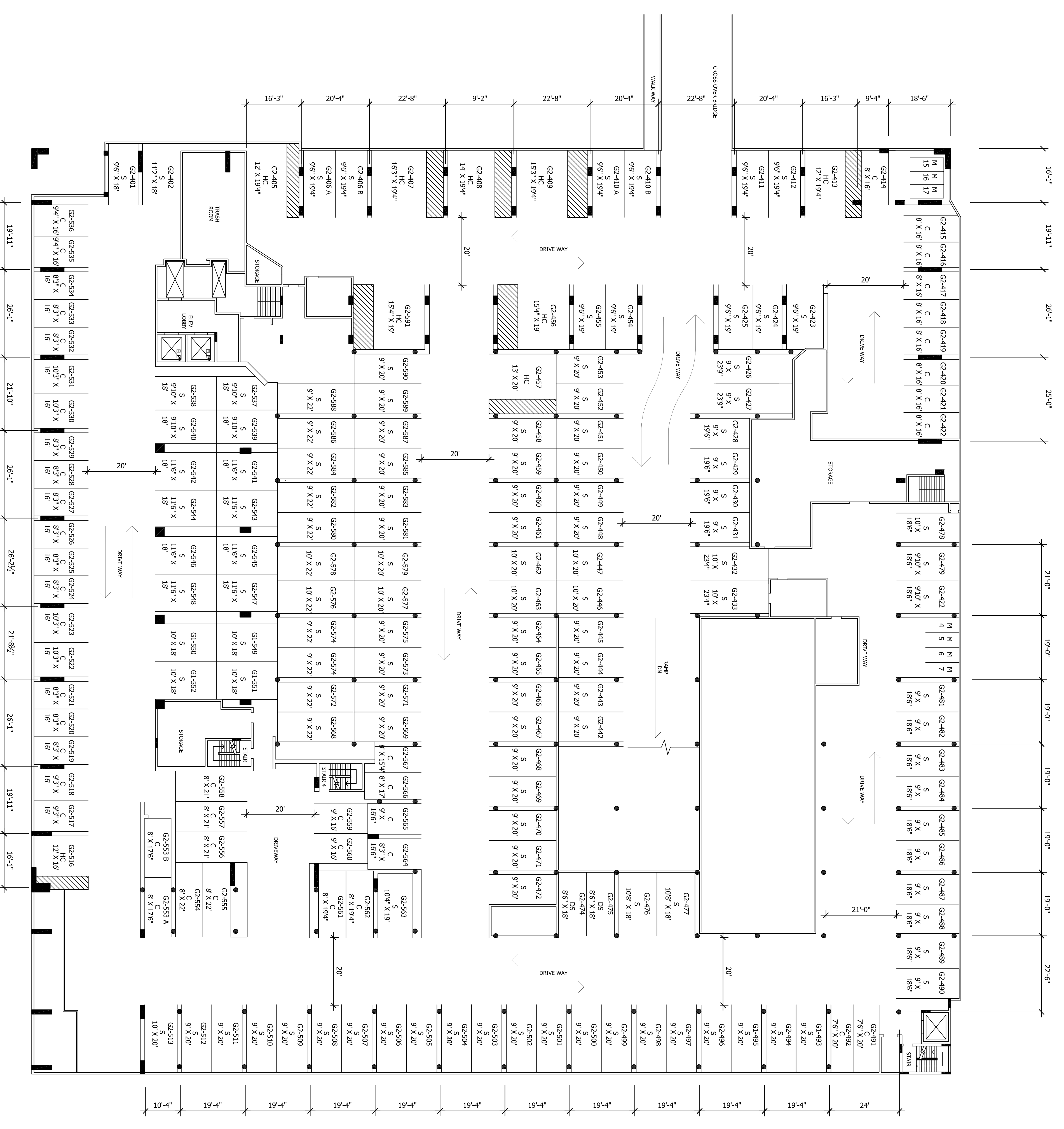
SCALE: 1/16"=1'-0"

- PARKING SPACES LEVEL, G1:**
 139 - S (Standard 9' x 18')
 6 - HC (12' x 18' + 5' Access Aisle)
 49 - C (Compact 8' x 16')
 191 - M (Motorcycle spaces)



NOTE:

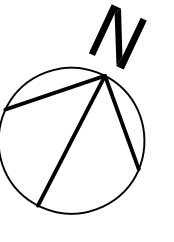
1. THIS DRAWING IS NOT A BUILDING SURVEY AND IS FOR THE PURPOSE OF DOCUMENTING AND ANALYZING EXISTING PARKING CONDITIONS, AND PRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION. WHERE POSSIBLE PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TAKING INTO CONSIDERATION EXISTING STRIPING.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO CORRECT MAXIMUM LOADS OR EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS SPECIALLY APPLIES TO PARKING LEVEL E AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FALL WITHIN COMPLIANT PARAMETERS DUE TO: PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.



MAIN GARAGE 'G2' PARKING LEVEL PLAN

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

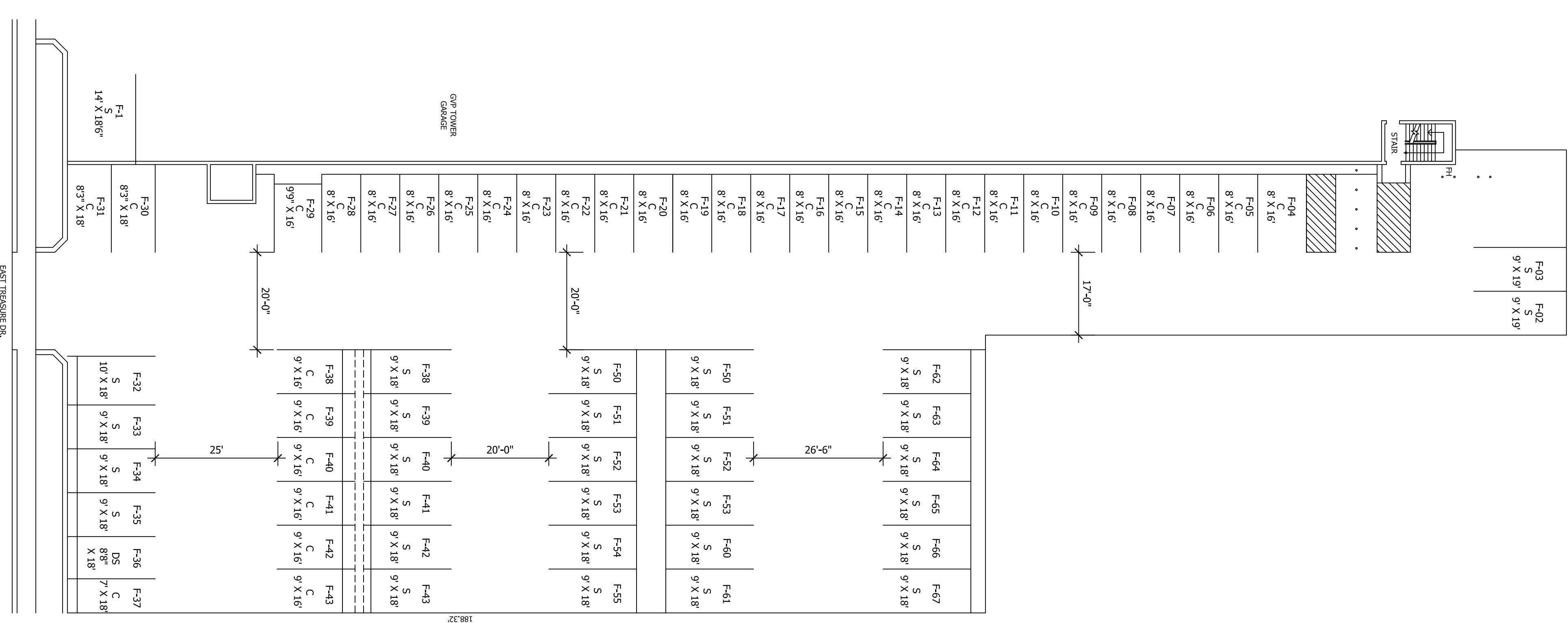
- PARKING SPACES LEVEL: G2:
 124 - S (Standard 9' x 18')
 9 - HC (12' x 18' + Access Aisle)
 2 - BS (Bike County Standard 8.5' x 18')
 46 - C (Compact 8' x 18')
 181 TOTAL CAR PARKING SPACES
 7 - M (Motorcycle spaces)



NOTE:

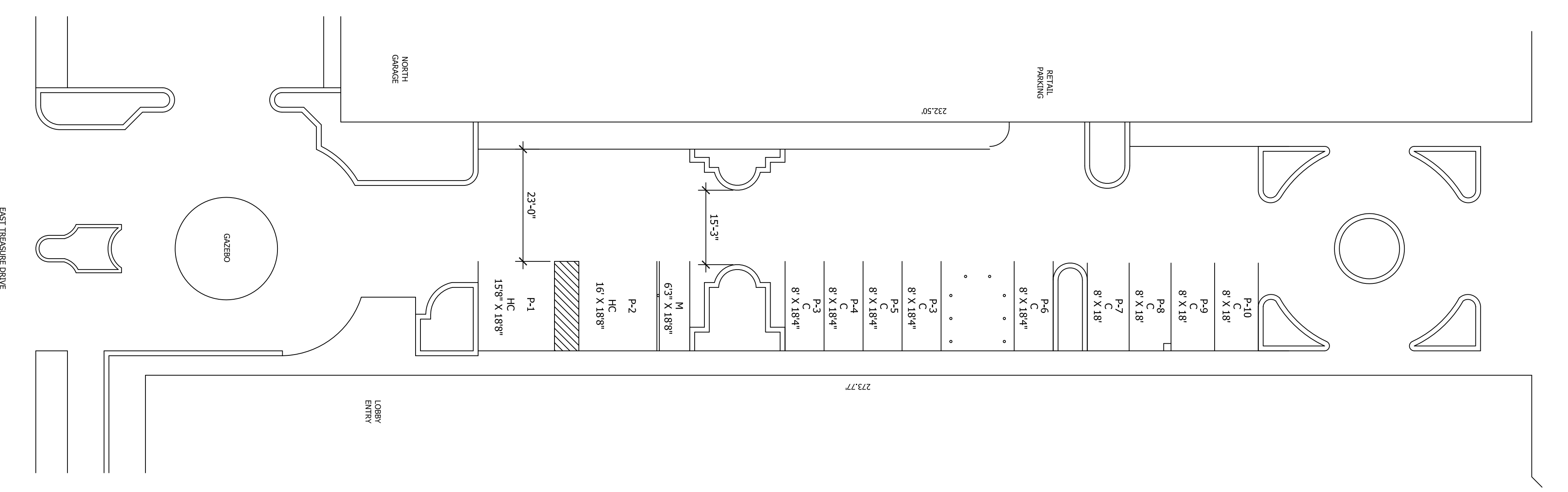
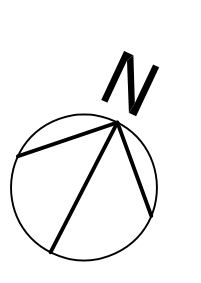
1. THIS DRAWING IS NOT A BUILDING SURVEY, AND IS FOR THE PURPOSE OF DOCUMENTING POTENTIAL PARKING EXISTING CONDITIONS, AND PRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION, WHERE POSSIBLE. PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TRUCKS INTO CONSERVATION EXISTING STRIPS.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO DETERMINE MAXIMUM LOADING OF EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL E AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FALL WITHIN COMPLIANT PARAMETERS DUE TO PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION, AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.

GRAND VIEW PALACE - EXISTING PARKING LAYOUT
7601 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA



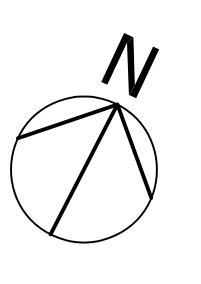
PARKING 'F' (SOUTH) LOT PLAN
SCALE: 1/16" = 1'-0"

PARKING SPACES F LOT:
31 - S (Standard 9' x 18')
35 - C (Compact 8' x 18')
1 - M (Motorcycle 5' x 8')
67 TOTAL CAR PARKING SPACES



PARKING PROMENADE LEVEL PLAN
SCALE: 1/16" = 1'-0"

PARKING SPACES PROMENADE:
2 - HC (12' x 18' + Access Way)
9 - C (Compact 8' x 18')
11 TOTAL CAR PARKING SPACES
1 - M (Motorcycle space)



NOTE:

1. THIS DRAWING IS NOT A BUILDING SURVEY, AND IS FOR THE PURPOSE OF DOCUMENTING AND ANALYZING EXISTING PARKING CONDITIONS, AND REPRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION, WHERE POSSIBLE. PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TAKING INTO CONSIDERATION EXISTING STRIPS.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO CONFIRM MAXIMUM LOADING OF EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL E AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FULL WITHIN COMPLIANT PARAMETERS DUE TO PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION, AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.

04/01/2019



For Sale

Development Site - 1.79 Acres

Uses: Residential, Retail, Hotel and Office

www.colliers.com

Larry Scotton
786 210 5566

NO BROKERAGE
NO ADMIN COSTS TO SELLER

PUBLIC HEARING
FOR COMMENTS
CALL
305-756-7171

DATE	TIME	PLACE
10/08/18 10:00 AM	10:00 AM	10000 SW 15th Ave



NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141

PUBLIC HEARING
PERTAINING TO THIS PROPERTY
FOR FURTHER DETAILS CALL
305-756-7171

PURPOSE OF HEARING

DATE: TUESDAY, APRIL 9, 2019
TIME: 6:30 P.M.
PLACE: VILLAGE COMMISSION CHAMBERS
1666 KENNEDY CSWY., SUITE 101

04/01/2019



Staff Report Waiver for Dock and Boat Lift

Prepared for: North Bay Village Commission

Applicant: Hilda Pelayo Trust

Site Address: 7544 West Treasure Drive

*Request: Waiver for Dock and Boat Lift Construction
Beyond the D-5 Triangle*



General Information

Owner	Hilda Pelayo Trust
Applicant Address	7544 West Treasure Dr North Bay Village, Fl. 33141
Site Address	7544 West Treasure Drive
Contact Person	Henry Albelo
Contact Phone Number	305-316-5032
E-mail Address	bibi@tridentenv.com
Zoning District	RS-2
Use of Property	Single Family Home

General Description

There is an existing 12-foot by 12-foot dock at the subject property, which is a residence in the RS-2 zoning district. The applicant is requesting a permit to construct a new dock which would extend from the existing dock and would include a 7,500 lb capacity boat lift. The existing and proposed dock extends 12 feet from the existing seawall into Biscayne Bay. The proposed boat lift will extend an additional 10.5 feet into the bay from the dock. The total length of the proposed structures will be 22.5 feet from the seawall.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 9.12 of the Village Unified Land Development Code. Section 9.12(B) reads as follows:

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first-obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.
2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.
3. No person, firm, or corporation shall build, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure within the corporate limits of

- the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.
4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
 5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
 - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
 - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
 6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
 - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
 - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
 - c. Any other factors relevant to the specific site.
 7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.
 8. A public hearing held pursuant to this Section shall be quasi-judicial.
 9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but may be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.
 10. A safety light shall be placed on the part of the structure (either dock, mooring pile, or boat lift) which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.

Staff Comments

There is an existing unpermitted dock structure at the subject property. Historical aerials indicate that this dock was constructed between November 2007 and December 2009. The existing dock is 12 foot by 12 foot and is located so that the 7.5 foot side setbacks from the property lines are met.

The proposed dock and boat lift structures extend 22.5 feet from the seawall and are located so that the 7.5 foot side setbacks from the property lines are met.

Since the dock and boat lift extend outside the D-5 triangle, a waiver must be granted by the Village Commission at a public hearing in order for the Village to grant approval of the Applicant's proposed plans. It is the Commission's decision to grant or deny a waiver for these plans.

Miami-Dade DERM has provided pre-approval for the current plans.

At this time, the Applicant has not provided any documentation regarding the state of the current seawall structures. However, a Village seawall inspection was performed for all waterfront properties in the Village in 2016. Notes from that inspection indicate that the seawall at this property had visible rust and cracking.

No letters of consent or letters of objection from adjacent property owners have been submitted with the current application or submitted separately as of the writing of this report.

Staff Recommendations

The proposed dock meets applicable standards and staff has not received any objections to the Applicant's request. However, if there are any objections submitted prior to the public hearing or at the public hearing, the Village Commission should consider those objections in their decision to approve or deny the Applicant's plans, according to Village Code Section 9.12(B)(6). Additionally, the most recently available inspection of the seawall indicates that repairs should be made. If the Commission chooses to approve the Applicant's request, the approval should be subject to the following conditions being met prior to the issuance of a building permit:

1. A safety light shall be placed on at least one of the boat lift pilings which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.
2. Completion of any necessary seawall repairs and provision of a seawall inspection report verifying that the current seawall structures are in good repair.
3. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the

U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.

4. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
5. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit 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.
6. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

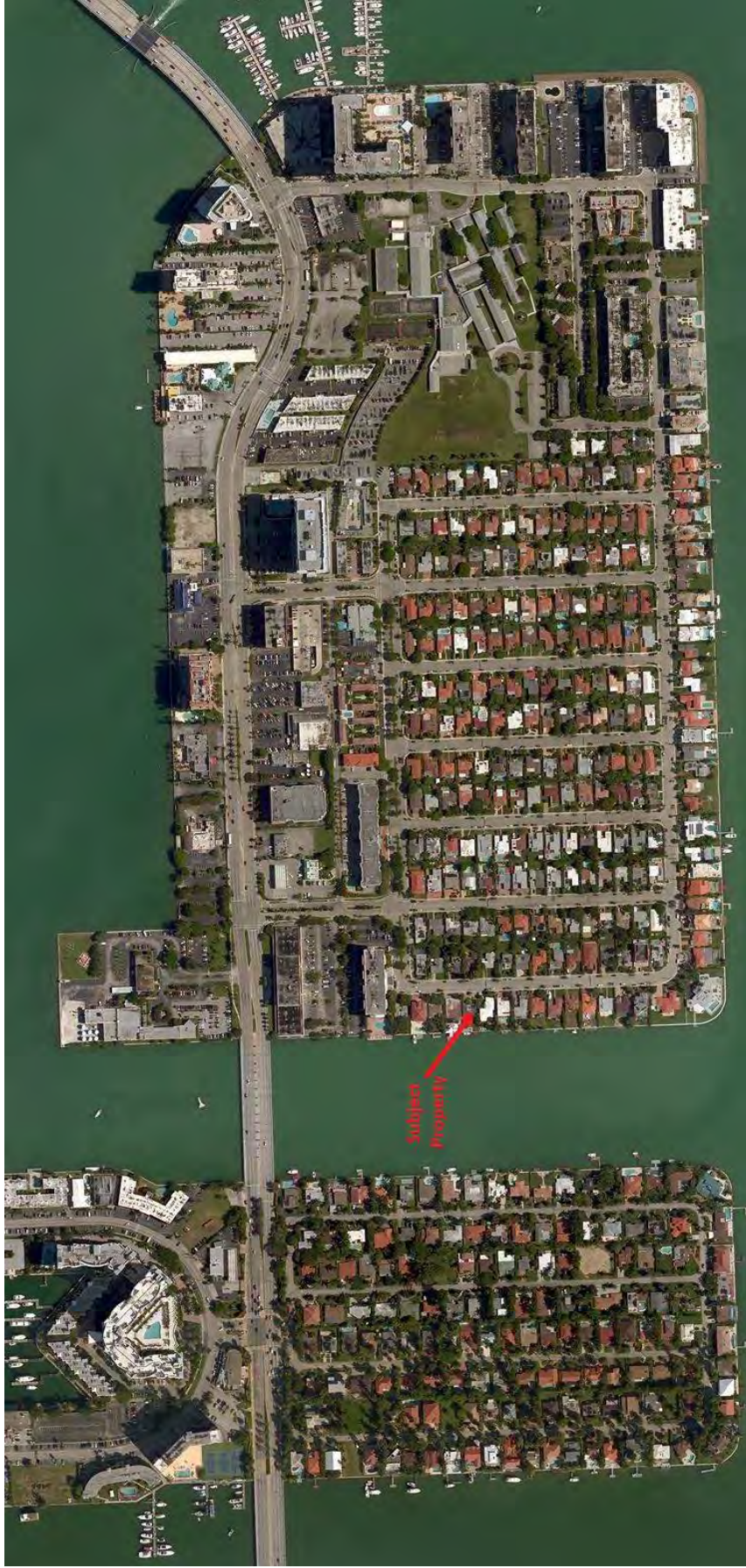
James G. LaRue

James G. LaRue, AICP
Planning Consultant
March 28, 2019

Hearing: Village Commission, April 9, 2019

Attachments: Aerial of Subject Property

Aerial of Subject Property



Aerial of Subject Property



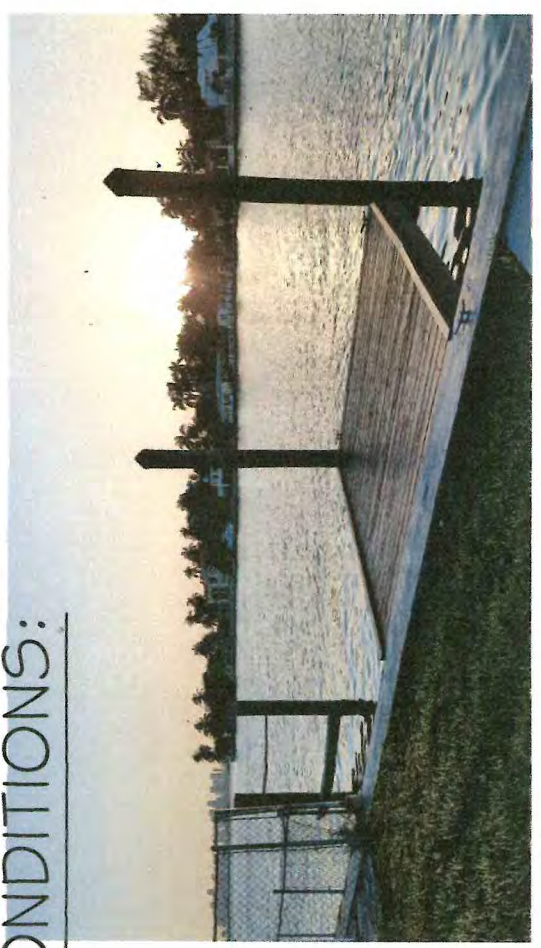
TRIDENT ENVIRONMENTAL
marine design and permitting
1850 SW 8TH STREET
SUITE 208A
MIAMI, FL 33135
305-244-0595
tridentenv.com

Job name: HILDA PELAYO TRUST
7544 W TREASURE DR
NORTH BAY VILLAGE, FL
Title: TIMBER BOAT DOCK AND 7,500 LB
CAPACITY ELEVATOR BOATLIFT

OWNER: HILDA PELAYO REV TRUST
TREASURE ISLAND PB 50-67
LOT 44 LOT 1
LAT: 25.846507 LONG: -80.155201
RER FILE # CL-2018-0430
RM: LINDSAY ELAM

Sheet no. **S-1**
1 of 4

EXISTING SITE CONDITIONS:



RECEIVED
FEB 01 2019
NATURAL RESOURCES DIVISION
AND DEPARTMENT OF REGULATORY
AND ECONOMIC RESOURCES

PRELIMINARY APPROVAL
NAME: [Signature]
DATE: 2/1/19

CLI 2018-0430

TRIDENT CONSULTING
LUIS ROSAS-GUYON
P.E. # 13725
EB-0004035

11401 S.W. 40 ST., SUITE 245, MIAMI, FL, 33183
PHONE: (305) 386-3858 FAX: (305) 553-0950
WWW.TRIDENT.COM

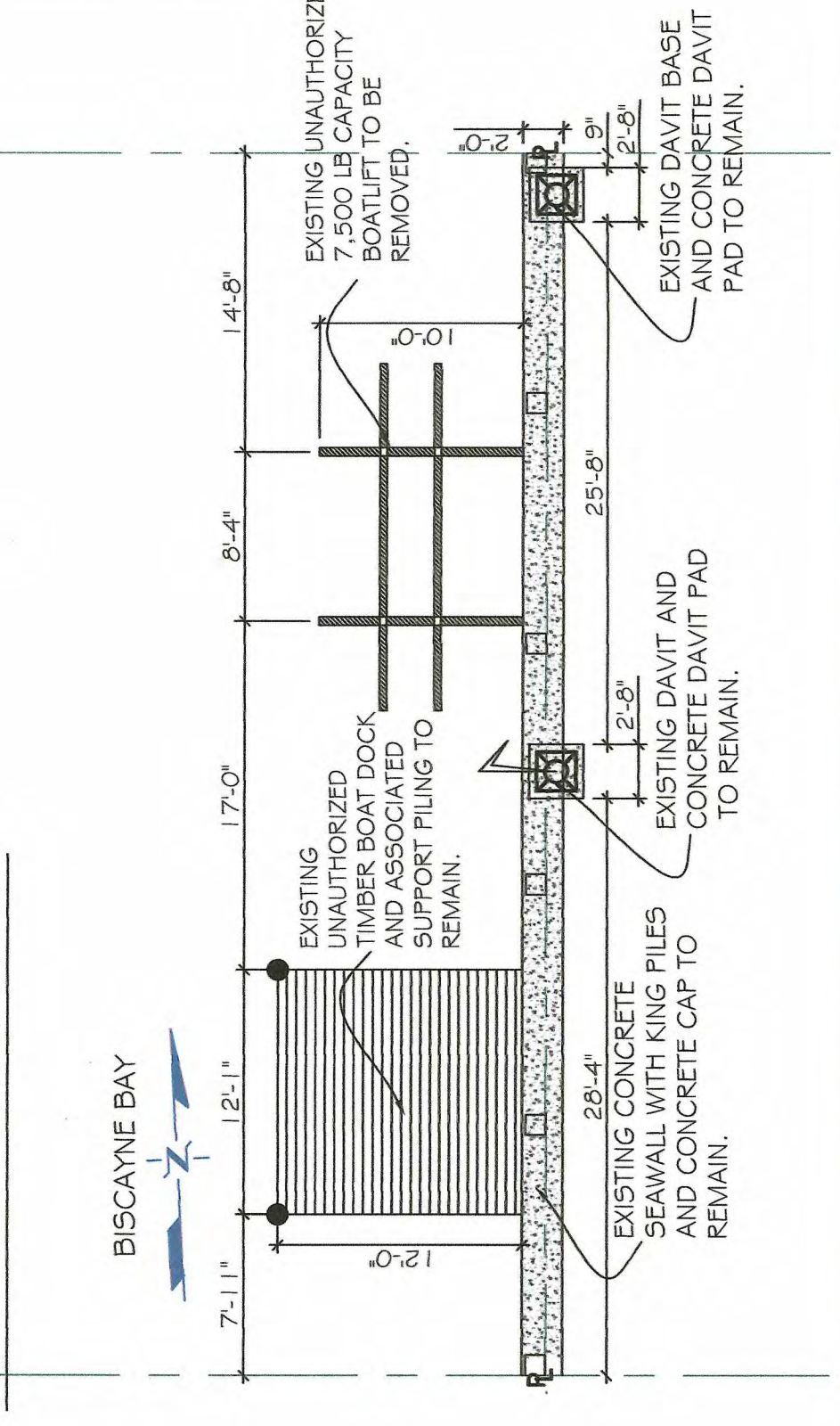
Luis Rosas
1/31/19

LOCATION PLAN:

SCALE: NTS.



EXISTING SITE PLAN:



RECEIVED

FEB 01 2019
 NATURAL RESOURCES DIVISION
 DEPARTMENT OF REGULATORY
 AND ECONOMIC RESOURCES

TRIDENT ENVIRONMENTAL
 marine design and permitting
 1850 SW 8TH STREET
 SUITE 208A
 MIAMI, FL 33135
 305-244-0595
 blb@tridentenv.com
 www.tridentenv.com

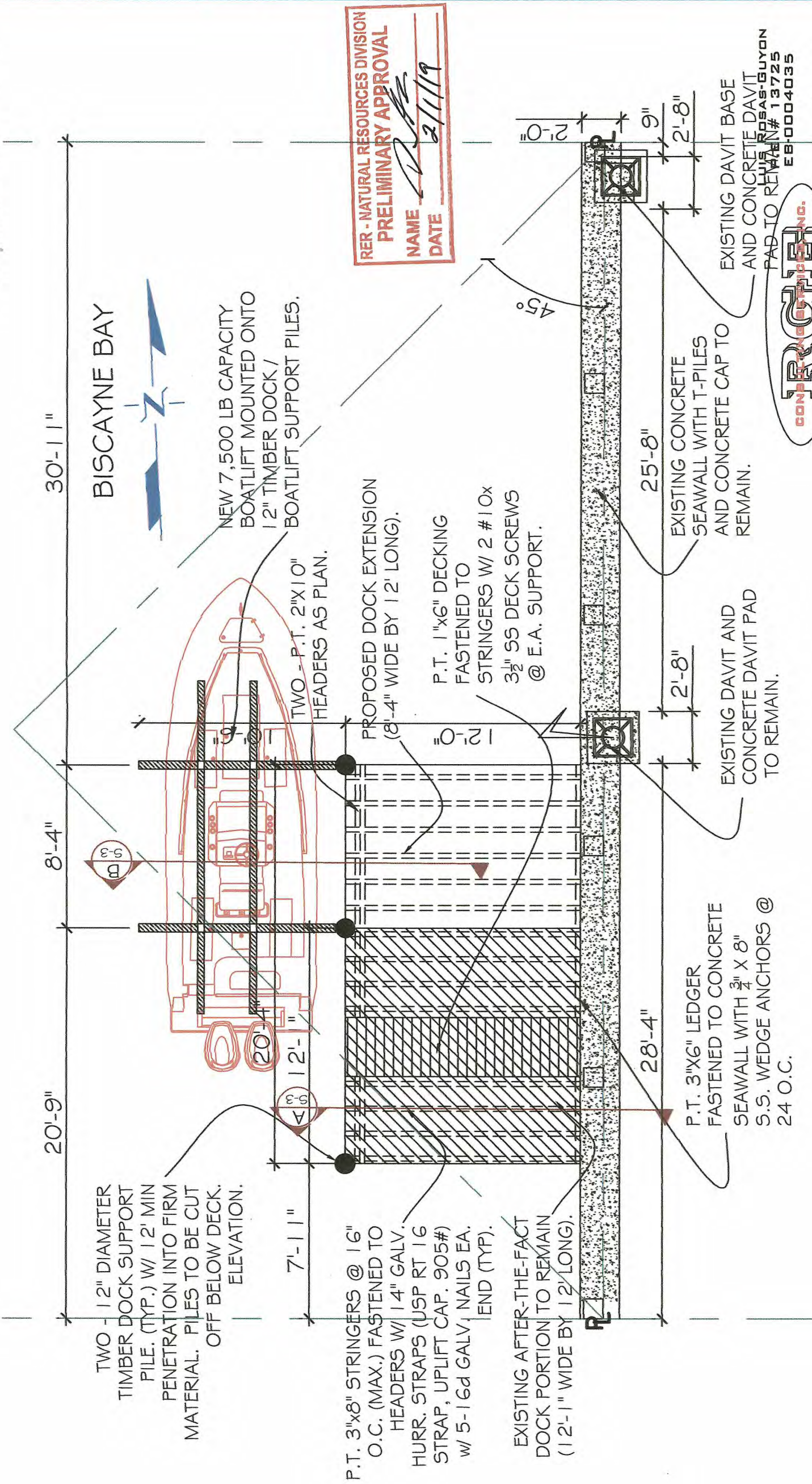
job name: HILDA PELAYO TRUST
 7544 W TREASURE DR
 NORTH BAY VILLAGE, FL
 title: TIMBER BOAT DOCK AND 7,500 LB
 CAPACITY ELEVATOR BOATLIFT

OWNER: HILDA PELAYO REV TRUST
 FOLIO # 23-3209-009-0420
 TREASURE ISLAND PB 50-67
 LOT 44 LOT 1
 LAT: 25.846507 LONG: -80.155201
 RR FILE # CU-2018-0430
 PM: LINDSAY BLAM

sheet no. S-2
 2 of 4

PROPOSED SITE PLAN:

SCALE: $\frac{3}{16}'' = 1'$



RER - NATURAL RESOURCES DIVISION
 PRELIMINARY APPROVAL
 NAME: [Signature]
 DATE: 2/1/19



11401 S.W. 40 ST., SUITE 245, MIAMI, FL. 33183
 PHONE:(305) 386-3858 FAX:(305) 553-0950
 WWW.RRGCOS.COM

Mr. [Signature]
 1/31/19

TRIDENT ENVIRONMENTAL
 marine design and permitting
 1850 SW 8TH STREET
 SUITE 208A
 MIAMI, FL 33135
 305-244-0595
 bbl@tridentenv.com
 www.tridentenv.com

Job name: HILDA ELAYO TRUST
 7544 W TREASURE DR
 NORTH BAY VILLAGE, FL
 TITLE: TIMBER BOAT DOCK AND 7,500 LB
 CAPACITY ELEVATOR BOATLIFT

OWNER: HILDA ELAYO REV TRUST
 FOLIO # 23-3209-009-0420
 TREASURE ISLAND PB 50-67
 LOT 44 LOT 1
 LAT: 25.846507 LONG: -80.155201
 RFR FILE # CL-2018-0430
 PM: LINDSAY ELAM

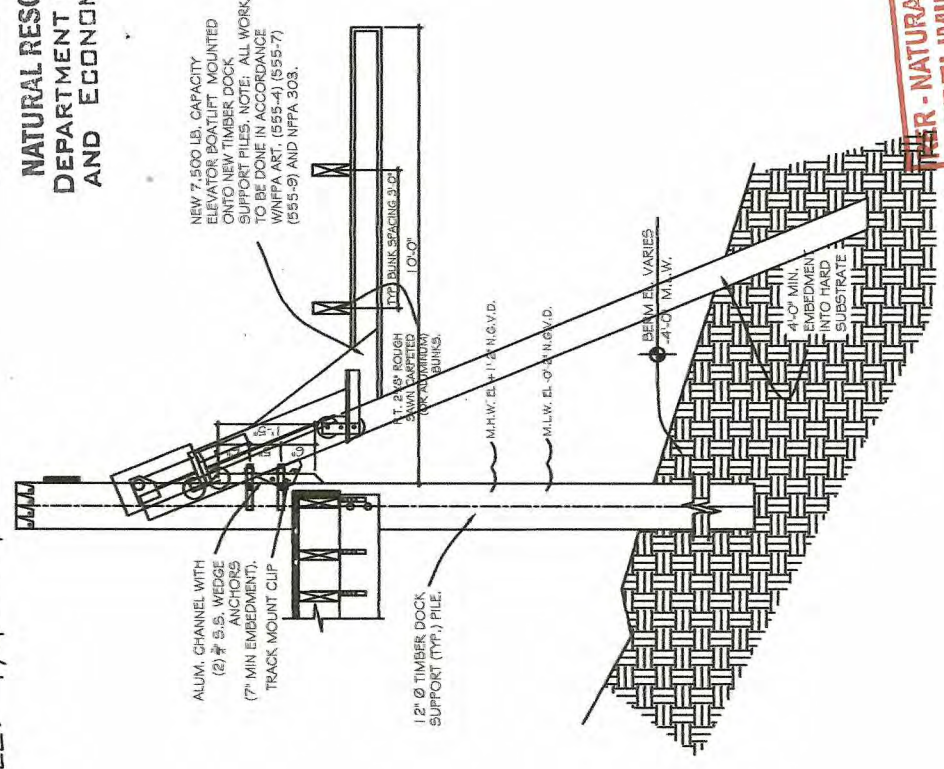
sheet no. **S-3**
 3 of 4

RECEIVED

SECTION B (SHEET S-2)
 SCALE: 1/4" = 1'

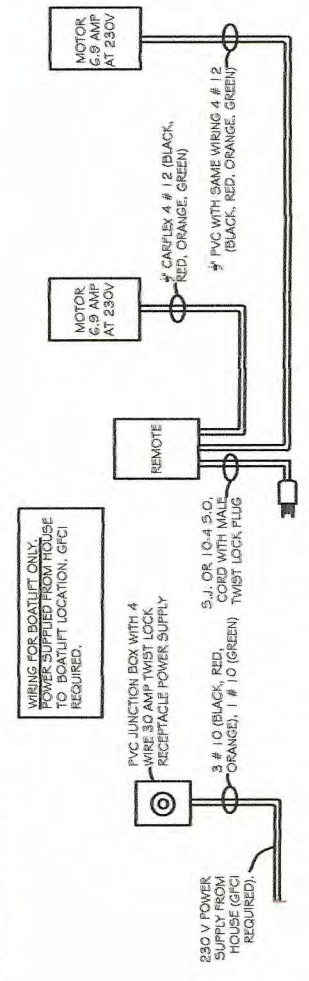
FEB 01 2019

NATURAL RESOURCES DIVISION
 DEPARTMENT OF REGULATORY
 AND ECONOMIC RESOURCES



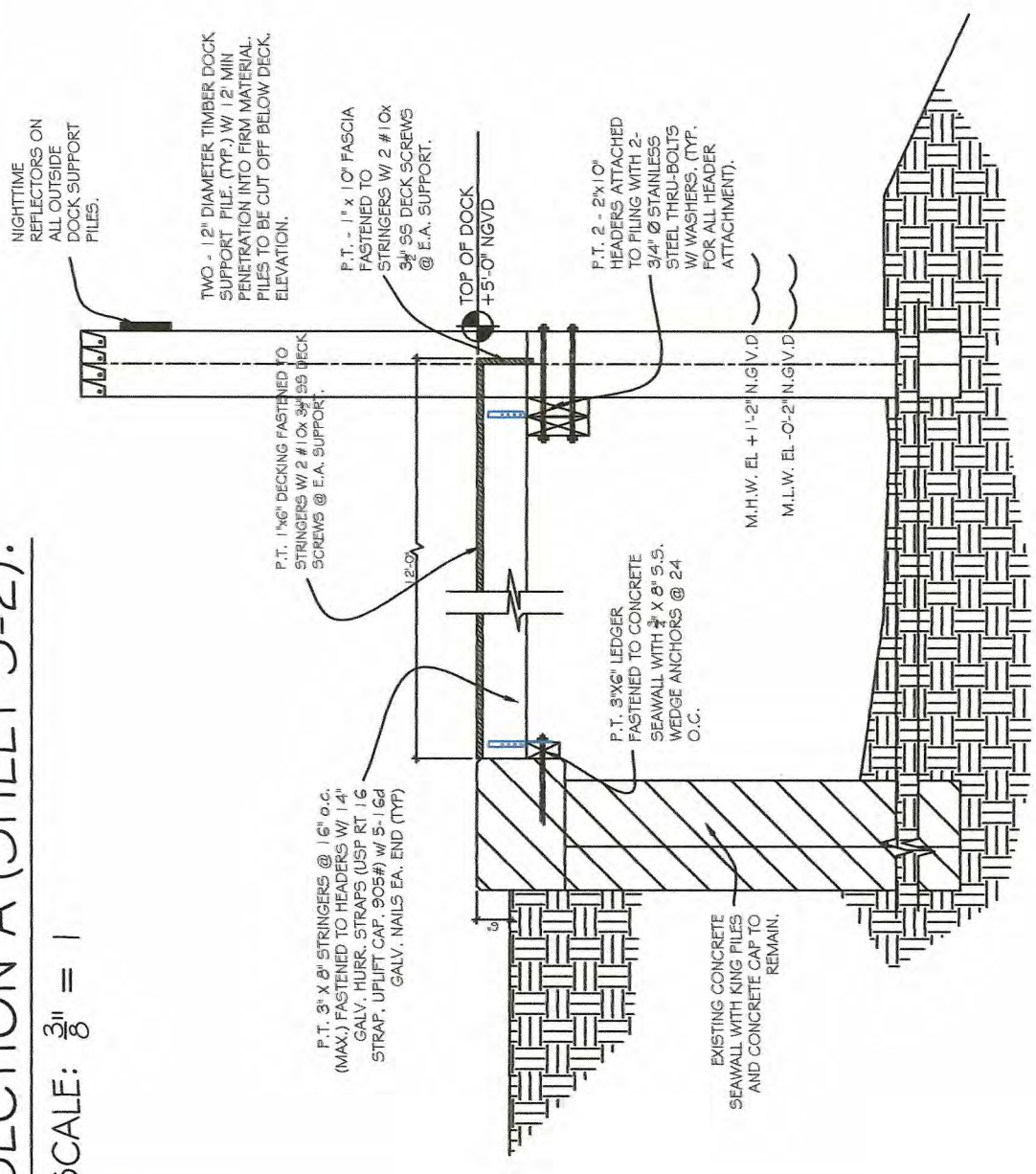
PRELIMINARY APPROVAL
 NAME: [Signature]
 DATE: 2/11/19

BOATLIFT ELECTRICAL CONNECTION:



CONCRETE DESIGN INC.
 LUIS ROSAS-GUYON
 P.E. # 13725
 EB-0004035
 11401 S.W. 40 ST., SUITE 245, MIAMI, FL. 33183
 PHONE: (305) 386-3858 FAX: (305) 553-0950
 WWW.RECS.COM
 [Signature]
 1/31/19

SECTION A (SHEET S-2):
 SCALE: 3/8" = 1'



RECEIVED

sheet no. S-4 4 of 4

OWNER: HILDA PELAYO REV TRUST
FOUO # 23-3209-009-0420
TREASURE ISLAND PB 50-67
LOT 44 LOT 1
LAT: 25.846507 LONG: -80.155201
RER FILE # CL1-2018-0430
PM: LINDSAY ELAM

job name: HILDA PELAYO TRUST
7544 W TREASURE DR
NORTH BAY VILLAGE, FL
title: TIMBER BOAT DOCK AND 7,500 LB
CAPACITY ELEVATOR BOATLIFT

TRIDENT ENVIRONMENTAL
marine design and permitting
1850 SW 8TH STREET
SUITE 208A
MIAMI, FL 33135
305-244-0595
bib@tridentenv.com
www.tridentenv.com

GENERAL NOTES

ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).

ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD.

IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF ENGINEER BEFORE PROCEEDING WITH WORK.

IT IS THE INTENT OF THESE PLANS AND THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH LOCAL, STATE AND FEDERAL ENVIRONMENTAL PERMITS ISSUED FOR THIS PROJECT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE AND GOVERN HIMSELF BY ALL PROVISIONS OF THESE PERMITS.

APPLICABLE BUILDING CODE: FLORIDA BUILDING CODE, 5th EDITION (2014).

CONTRACTOR TO DETERMINE THE SUSTAINABILITY OF EXISTING STRUCTURES AND VERIFY ALL DIMENSIONS. THE CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCES AND PROCEDURES OF WORK.

CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCING WORK.

ANY DEVIATION AND/OR SUBSTITUTION FROM THE INFORMATION PROVIDED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.

WOOD

1. PRIMARY WOOD FRAMING MEMBERS SHALL BE NO. 2 PRESSURE TREATED SOUTHERN PINE OR BETTER. (FB= 1050 PSI MINIMUM).
2. ALL DECKING SHALL BE NO. 1 GRADE OR BETTER. (FB=2000 PSI MINIMUM).
3. ALL DIMENSIONAL LUMBER SHALL COMPLY WITH A.I.T.C. 109-69 SPECIFICATIONS.

HARDWARE, BOLTS AND FASTENERS

1. ALL MISCELLANEOUS STEEL COMPONENTS, BOLTS AND HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.

MISCELLANEOUS

1. FASTENERS EMBEDDED INTO CONCRETE STRUCTURES SHALL BE ANCHORED WITH TWO PARTY EPOXY ADHESIVE (HILTI, INC HIT-HY 200 ADHESIVE ANCHOR SYSTEM FL#17180). ANCHOR HOLES SHALL BE DRILLED TO 1/8" GREATER THAN THE SPECIFIED FASTENER SIZE. HOLES SHALL BE DRILLED TO MINIMUM DEPTH SHOWN ON PLANS & SHALL BE THOROUGHLY CLEANED OUT AND DRY PRIOR TO INJECTION OF EPOXY.

TURBIDITY BARRIER

APPROVED TURBIDITY BARRIERS SHALL REMAIN IN PLACE DURING ALL PHASES OF IN-WATER WORK.

CONTRACTOR SHALL EMPLOY AND MAINTAIN ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES DURING ALL PHASES OF WORK.

LOADS

WIND LOADS AS CALCULATED BY ASCE 7-10, CATEGORY II STRUCTURE, FOR A WIND LOADING OF 175 MPH, EXPOSURE 'C'.

LIVE LOAD = 40 PSF

DEAD LOAD = 10 PSF

DO NOT SCALE DRAWINGS FOR DIMENSION.

RECEIVED

FEB 01 2019
NATURAL RESOURCES DIVISION
DEPARTMENT OF REGULATORY
AND ECONOMIC RESOURCES

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME - [Signature]
DATE - 2/1/19

LUIS ROSAS-GUYON
P.E. # 13725
EB-0004035



11401 S.W. 40 ST., SUITE 245, MIAMI, FL 33183
PHONE: (305) 386-3858 FAX: (305) 553-0950
WWW.RBCEB.COM

[Signature]
1/31/19



North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 7544 W Treasure Dr.

Owner Name Hilda Pelayo Trst Owner Phone # 3/244 0595

Owner Mailing Address _____

Applicant Name _____ Applicant Phone # _____

Applicant Mailing Address _____

Contact Person Henry Albelo Contact Phone # 3/316 5032

Contact Email Address Bibi@Tridentenv.com

Legal Description of Property Treasure Island PB 50-67

Existing Zoning _____ Lot Size _____ Folio Number 23-3209-009-0720

Legal Description Treasure Island PB 50-67 Lot 44 Lot 1

Project Description Timber Boat Dock + 7,500 LB Capacity Elevator boatlift

Dock Length Measured Perpendicular from Seawall 12'

Mandatory Submittals (Applicant must check that each item is included with this application)

- Site plans which depict:
 - North point
 - Scale at 1/16 inch to the foot, or larger
 - Date of preparation
 - Dock structures
 - Any mechanical equipment
 - Any exterior lighting
 - Any other physical features
- Property survey
- Elevations
- DERM approval
- Application fees
- Cost recovery deposit

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for dock approval from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting dock 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 Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

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

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 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 by 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 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.

Authorized Signature [Handwritten Signature]

Print Name Hilda Pelayo

(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.)

STATE OF FLORIDA
COUNTY OF Miami-Dade

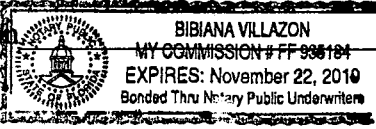
Sworn to and subscribed to before me this 6 day of Feb., 2019,

by Hilda Pelayo

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

Notary Public Signature [Handwritten Signature]

Commission Number/Expiration



- Mayor
Connie Leon-Kreps
- Vice Mayor
Eddie Lim
- Commissioner
Dr. Richard Chervony
- Commissioner
Wendy Duvall
- Commissioner
Jorge Gonzalez

19FEB22 12:43 PM

DOCK APPLICATION FOR PUBLIC HEARING
Page 3 of 3

Office Use Only:

Date Submitted: 2/22/2019

Tentative Meeting Date: 3/12/2019

Fee Paid: \$ 2,300⁰⁰

Cash or Check # 117

Date Paid: 2/22/2019

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim


Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



NBV Cost Recovery Transmittal Form

Property Address: 7544 West Treasure Drive
Name : Hilda Pelayo/Hilda Pelayo Rev Trust
Mailing Address: 7544 West Treasure Drive, Miami Beach, FL 33141
Email Address: BIBI@TRIDENTENV.COM
Type of Request: Timber Boat Dock and 7,500 Capacity Elevator Boatlift
Application Amount: \$300.00 **Cost Recovery Fee:** \$2,000.00
Telephone: (305) 244-0545
Check Name: Jose S Pelayo, 1231 NE 88th St, Miami, FL 33138
Date Received by Clerk's Office: 02/22/2019 **Date Submitted to Finance:** 02/22/2019
Clerk Office Signature:  **Finance Office Signature:** Given to Sandra S.

19FEB22 12:30PM

DOCK APPLICATION FOR PUBLIC HEARING
Page 3 of 3

Office Use Only:

Date Submitted: 2/22/2019

Tentative Meeting Date: 3/12/2019

Fee Paid: \$ 2,300.00

Cash or Check # 117

Date Paid: 2/22/2019

JOSE S PELAYO
1231 NE 88TH STREET
MIAMI, FL 33138

117

63-751/631 10931
1090007592915

2/20/19 Date

Pay to the Order of CITY OF N.B.U.

TWENTY THREE HUNDRED \$ 2,300.00
Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
Florida
wellsfargo.com

Photo Safe Deposit™
Details on back

For REF 7544 WEST TREASURER DR

⑆063107513⑆1090007592915⑆00117

RESOLUTION NO. _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BARANOF HOLDINGS LLC AND GRANDVIEW PALACE CONDOMINIUM ASSOCIATION, INC CONCERNING PROPERTY LOCATED AT 1850 KENNEDY CAUSEWAY AND 7601 EAST TREASURE DRIVE FOR A PARKING WAIVER PURSUANT TO SECTION 9.3(D)(2) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE TO ALLOW REDUCTION OF THE TOTAL NUMBER OF PARKING SPACES REQUIRED BY THE 1992 STIPULATED AGREEMENT FROM 1,119 TO 1,057 PARKING SPACES, BASED ON SHARED PARKING AND PARKING UTILIZATION ANALYSIS; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Baranof Holdings, LLC. and Grandview Palace Condominium Assoc. has applied to North Bay Village for a Parking Waiver pursuant to Section 9.3(D)(2) of the Village Unified Land Development Code in connection with the development of a 98 foot tall, 142,530 square foot self-storage facility with 4,000 square feet of ground floor retail space and off-site parking included for Grandview Palace to allow a reduction of the total number of parking spaces required by the 1992 stipulated agreement from 1,119 to 1,057 parking spaces, based on shared parking and parking utilization analysis; and

WHEREAS, Section 9.3(D)(2) of the Village Unified Land Development Code and Section 4.9 of the Unified Land Development Code sets forth the authority of the Village Commission to consider and act upon an application for a Parking Waiver; and

WHEREAS, in accordance with Section 4.4 of the North Bay Village Unified Land Development Code, a public hearing by the Planning and Zoning Board was noticed for February 5, 2019 at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and **recommended denial** of the request; and

WHEREAS, in accordance with Section 4.4 of the North Bay Village Unified Land Development Code, a public hearing by the Village Commission was noticed for April 9, 2019 at 6:30 p.m. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

WHEREAS, the Village Commission has reviewed the application, and considered the

44 recommendation of the Planning and Zoning Board and comments from the public, and
45 determined that the existing uses at 7601 East Treasure Drive and the proposed uses at 1850
46 Kennedy Causeway do not require the full provision of parking facilities as required by the
47 stipulated agreement and the Village Unified Land Development Code; and
48

49 **WHEREAS**, the Village Commission has determined that the stipulated development
50 agreement which was approved according to Village Resolution 92-39 should be modified to
51 accommodate the requested Parking Waiver.
52

53 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH**
54 **BAY VILLAGE, FLORIDA, AS FOLLOWS:**
55

56 **Section 1.** **Recitals.** The above recitals are true and correct and incorporated into this
57 Resolution by this reference.
58

59 **Section 2.** **Finding.** In accordance with Section 9.3(D)(2) of the Village Unified
60 Land Development Code, the Village Commission finds that the proposed Parking Waiver to
61 allow a reduction of the total number of parking spaces required by the 1992 stipulated agreement
62 from 1,119 to 1,057 parking spaces, based on shared parking and parking utilization analysis, is
63 appropriate for the existing uses at 7601 East Treasure Dr and the proposed uses at 1850
64 Kennedy Causeway.
65

66 **Section 3.** **Grant.** The Parking Waiver requested to allow a reduction of the total
67 number of parking spaces required by the 1992 stipulated agreement from 1,119 to 1,057 parking
68 spaces, based on shared parking and parking utilization analysis, in connection with the Site Plan
69 submitted to the Village on March 22, 2019 is hereby approved.
70

71 **Section 4.** **Appeal.** In accordance with Section 4.6 of the North Bay Village Unified
72 Land Development Code, the Applicant, or any aggrieved property owner, may appeal the
73 decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-
74 Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.
75

76 **Section 5.** **Effective Date.** This Resolution shall become effective upon its adoption.
77

78
79 [Remaining Page Left Blank]
80
81
82
83
84
85
86

87 The foregoing Resolution was offered by _____, who moved for its adoption.

88
89 This motion was seconded by _____, and upon being put to a vote, the vote was as
90 follows:

91
92 **FINAL VOTE AT ADOPTION:**

- 93
- 94 Mayor Brent Latham _____
- 95 Vice Mayor Marvin Wilmoth _____
- 96 Commissioner Jose R. Alvarez _____
- 97 Commissioner Andreana Jackson _____
- 98 Commissioner Julianna Strout _____

99
100
101 PASSED and ADOPTED this ____ day of _____ 2019.

102
103
104
105
106 _____
107 BRENT LATHAM
108 MAYOR

109
110 **ATTEST:**

111
112 _____
113 ELORA RIERA, CMC
114 Village Clerk

115
116
117 **APPROVED AS TO FORM FOR THE SOLE USE**
118 **AND RELIANCE OF THE VILLAGE:**

119
120 _____
121 JAMES D. STOKES, BCS
122 Special Counsel for the Village

**THIS PAGE
INTENTIONALLY LEFT
BLANK**



Staff Report Variance

*Prepared for: North Bay Village,
Commission*

*Applicant: Baranof Holdings, LLC
Grandview Palace Condo Assoc*

Site Address: 1850 Kennedy Causeway

*Request: Variance to allow reduction of the total
number of parking spaces required*

General Information

Owner:	The Atkinson Trust, LLC
Applicant:	Baranof Holdings, LLC
Applicant Address:	2305 Cedar Spring Road, Suite 200, Dallas, TX 75201
Site Address:	1850 Kennedy Causeway
Contact Person:	Andrew Aiken
Phone Number:	972-402-5707
E-mail Address	aaiken@baranofholdings.com

	Existing
Future Land Use	Commercial
Zoning District	CG
Use of Property	Off-site Parking for Grandview Palace
Acreage	1.93 acre (84,128 sq ft)

Legal Description of Subject Property

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT IF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Commercial
	Zoning District	CG Commercial
	Existing Land Use	Multifamily Residential
East	Future Land Use	Commercial
	Zoning District	CG Commercial
	Existing Land Use	Retail Commercial
South	Future Land Use	Educational Recreational
	Zoning District	RS-2 Medium Density Single Family Residential
	Existing Land Use	Elementary School
West	Future Land Use	Commercial
	Zoning District	CG Commercial
	Existing Land Use	Multifamily Residential

Description of Request

The applicant is requesting a variance pursuant to section 7.3 of the North Bay Village Unified Land Development Code to allow reduction of the total number of parking spaces required by the 1992 stipulated agreement from 1,119 to 1,057 parking spaces, based on shared parking and parking utilization analysis.

The Applicant is also requesting a site plan approval and a parking waiver. Staff reports for the site plan and parking waiver request have been provided in addition to this variance staff report.

Required Findings

Section 7.3 requires that in order to authorize, recommend or grant any variance, the reviewing body(ies) must make an affirmative finding with respect to the criteria listed below:

- (1) That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.

Applicant Response: The off-site parking requirement creates a unique burden restricting the use of the off-site property, the K-Lot. No other property in the Village is burdened in a similar way. The K-Lot cannot transfer the Grandview Palace

burden elsewhere and there is not available land that the Grandview Palace may move its off-site parking to. The K-Lot must, unlike any other property in the Village, add the Grandview Palace's off-site parking burden to its own development and parking requirements. When combined with the on-site development and the related on-site parking requirement, it adds a significant burden making redevelopment virtually impossible, given the other development parameters on the lot.

Staff Comments: The circumstances that are unique to this property relate to the nonconforming parking capacity at the time of the original development, clearly not related to hardships based in land size or lot irregularities. The requirements of a stipulated number of parking spaces to be provided allowed the original development to be built, and later qualified as a condominium. The burden was self-created because the original developers failed to provide adequate parking until a court ordered stipulated agreement was initiated.

- (2) That the special circumstances and conditions were not self-created by any person having an interest in the property.

Applicant Response: The special circumstances were not self-created, nor were they created by any person having an interest in the property. The circumstances were created by financial failures and the resulting subdivision of the Grandview Palace and Caribbean Towers buildings that occurred more than 30 years ago, which forced the creation of alternate parking arrangements.

Staff Comments: The burden, created by the financial failure of past developers for Grandview Palace, unfortunately was passed on to the present developers. Without the stipulated agreement for parking, Grandview Palace would not be a viable development. There was a self-created hardship that was passed on to current owners.

- (3) That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.

Applicant Response: This Variance Request is submitted in conjunction with the K-Lot Site Plan Application and is a unique situation where the Grandview Palace parking requirement creates an unreasonable burden not just for Grandview Palace, but for the off-site K-Lot as well. Redevelopment of the K-Lot is severely compromised by the requirement to provide such a large number of parking spaces for Grandview Palace in addition to any redevelopment and the on-site parking for that redevelopment. The proposed K-Lot self-storage facility, given its low parking need and requirement, also allows for the tremendous benefit of public parking.

Staff Comments: The owners of the K-lot are financially compensated for the lease of the K-lot to the Grandview Palace Association and are not kept from a reasonable use of the land if the variance is not granted. The K-lot can still be developed, as long as parking is still provided to Grandview Palace and the other requirements of the stipulated agreement continue to be met. The Applicant has not demonstrated that the current situation involves an unnecessary hardship, as defined in Village

Code Chapter 3, as follows:

Hardship, unnecessary. Arduous restrictions upon the uses of a particular property, which are unique and distinct from that of adjoining property owners. Granting of relief from an unnecessary hardship should not violate sound zoning principles, including considerations that: adjacent properties will not be substantially reduced in value, it is not granting a special privilege not to be enjoyed by others in similar circumstances, and the public interest is maintained, including following the spirit of this chapter and the comprehensive master plan. Invalid and unjustifiable bases for pleading unnecessary hardship include but are not limited to:

- A. Loss of the "best" use of the land, and business competition.
 - B. Self-created hardships by the applicant's own acts.
 - C. Neighboring violations and nonconformities.
 - D. Claims of inability to sell the property.
 - E. General restrictions of this chapter.
- (4) That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.

Applicant Response: Granting the variance will not confer on the Applicant any special privilege that is denied to other land, structures or buildings in the same zoning district. Granting the variance will not confer on Grandview Palace any special privilege. In actuality, Grandview Palace has, since it began utilizing the K-Lot, provided more than its required parking. Based on the uses and parking requirements at the time, Grandview Palace was required to provide 1,119 parking spaces, but was providing 1,165 parking spaces with the K-Lot. Approval of the variance will not allow Grandview Palace to make any changes, nor will it eliminate its requirement to provide adequate parking. The reduction, simply, acknowledges the blend of uses located on the Property and actual parking usage rates. The Variance Request reduces the parking requirement, but still requires Grandview Palace to pay monthly for 75 off-site parking spaces, which is above actual usage and 14 spaces more than the need demonstrated in the Parking Analysis, but ensures it can, at all times, meet its worst-case scenario Peak Hour demand.

Staff Comments: The stipulated agreement already confers a special privilege upon the applicant, allowing the majority of the uses at Grandview Palace to exist without providing parking in conformance with the current Village Code. Since the time of the stipulated agreement, Grandview Palace has expanded several uses above what was grandfathered by the stipulated agreement. According to the Applicant's parking study (and verified by staff), the expansion of those uses requires an additional 71 parking spaces above the 1,119 required by the stipulated agreement, for a total of 1,190 parking spaces now required. According to the surveys provided by the Applicant, the total number of parking spaces provided on the K-lot and Grandview Palace properties is 1,165, which is 25 spaces short of the required amount. Additionally, many of those existing spaces do not meet the minimum dimensional requirements of the stipulated agreement and the Village Code. Approval of the requested variance would allow a further reduction in the total

number of parking spaces and would confer additional special privileges upon the applicant.

- (5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.

Applicant Response: The variance requested is the minimum variance that will make possible the reasonable use of the land, structure, or building. Approval of the variance and the Baranof Site Plan will allow redevelopment of the K-Lot in a way that allows for the provision of new public parking, which can alleviate parking shortages in the surrounding neighborhood without creating any shortage on the Grandview Palace property.

Staff Comments: No variance is necessary to make possible the reasonable use of the land. The owners of the property have been leasing the property to Grandview Palace and may continue to do so.

- (6) That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Applicant Response: Approval of the variance is in harmony with the general intent and purpose of the Village Zoning Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. The approval of the variance in conjunction with the redevelopment of the K-Lot will still provide sufficient Grandview Palace parking to meet their Peak Hour demand, but will also provide a significant benefit to the neighborhood and improve the public welfare by providing 26 new parking spaces available to the public.

Staff Comments: Utilization of the existing parking facilities will increase when the remaining 70 unsold condominium units are sold. Additionally, if in the future there is a change in the demographics of Grandview Palace residents or the business located in Grandview Palace, parking utilization could increase and impacts on the surrounding neighborhood could be significant as the demand for the already limited street parking will increase.

- (7) The variance request is not based exclusively upon a desire to reduce the cost of development.

Applicant Response: Approval of the variance is not based exclusively upon a desire to reduce the cost of development. It is true that the reduction of the parking requirement will reduce annual costs for the Grandview Palace Condominium members; however, the more crucial element is the ability of the Baranof Site Plan to provide for redevelopment of the K-Lot in a manner that improves the streetscape, Village economic base, and most significantly, provides critically needed publicly available parking.

Staff Comments: Reduction of costs is likely a major factor in the reasoning behind this variance request. Parking facilities are typically costly to construct and maintain. Allowing for a reduction in the number of parking spaces that are required to be provided on the K-Lot would allow the applicant to construct less parking spaces and significantly reduce building costs and maintenance costs.

Planning & Zoning Board

All three of the Applicant's requests (site plan, parking variance, parking waiver) were heard by the Village Planning & Zoning Board at their February 5, 2019 meeting. The Board recommended denial of all three requests (including the parking variance) by a vote of 4-0.

Staff Recommendation

Staff finds that the requested variance generally does not meet the requirements of Section 7.3. Consequently, staff cannot recommend approval of the requested variance to allow reduction of the total number of parking spaces required by the 1992 stipulated agreement from 1,119 to 1,057 parking spaces, based on shared parking and parking utilization analysis.

Submitted by:

James G. LaRue
James G. LaRue, AICP
Planning Consultant

March 26, 2019

Hearing: Commission, April 9, 2019



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 1850 79th Street Causeway/7601 East Treasure Drive, North Bay Village, FL 33141

Owner Name Atkinson Trust, LLC/ Owner Phone # 305-861-7512
Grandview Palace Condo. Assoc.

Owner Mailing Address 4405 Greenway Baltimore, MD 21218
7601 East Treasure Drive, #25 North Bay Village, FL 33141

Applicant Name Baranof Holdings LLC. Applicant Phone # 972-402-5707
(if different from Owner)

Applicant Mailing Address 2305 Cedar Spring Road, Suite 200, Dallas, TX 75201

Contact Person Andrew Aiken /Kathy Mehaffey Contact Phone # 972-402-5707/954-763-4242

Contact Email Address aaiken@baranofholdings.com/kmehaffey@wsh-law.com

Legal Description of Property See attached

Existing Zoning CG/RM-7Q Lot Size 1.93 acres/ Folio Number 23-3209-041-0001 23-3209-00-0251/23-3209
4.14 acres -000-0253/23-3209-000-0260

Project Description Existing off-site parking for Grandview Palace/
residential property with accessory retail/office/marina with on and off-site parking

Section of North Bay Village Code from which the Applicant is Seeking Relief 9.3.C. Off-Street Parking

Variance Requested A waiver of the parking requirements of 9.3.C based on shared parking and actual
utilization, or in the alternative, a variance of the parking requirements of 9.3.C.

Reason for Request See attached Letter of Intent

Mandatory Submittals (Applicant must check that each item is included with this application.)

- n/a Plans depicting work to be completed
- X Property survey
- X Application fees

Optional Submittals:

- X Response to required findings
- Signed consent letters from neighboring property owners
- Optional plan versions for consideration by Village Commission

Mayor
Brent Latham

Vice Mayor
Andreana Jackson

Commissioner
Jose R. Alvarez

Commissioner
Julianna Strout

Commissioner
Marvin Wilmoth

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Planning & Zoning Board and/or the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance 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 Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

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

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 by the Planning & Zoning Board 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 152.096. 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 Kathryn M Mehaffey

Print Name Kathryn M Mehaffey

(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.)

STATE OF FLORIDA
COUNTY OF Broward

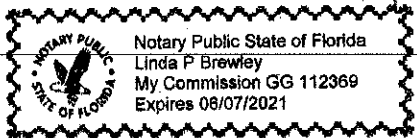
Sworn to and subscribed to before me this 28th day of December, 2018,

by Kathryn M. Mehaffey

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

Notary Public Signature [Signature]

Commission Number/Expiration



- Mayor Brent Latham, Vice Mayor Andreana Jackson, Commissioner Jose R. Alvarez, Commissioner Julianna Strout, Commissioner Marvin Wilmoth

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 12/28/2018

Tentative Meeting Date: Feb 2019

Fee Paid: \$ 2,600.00

Cash or Check # 1009

Date Paid: 12/28/2018 - processed 1/15/2019

Application fee: \$600⁰⁰

Cost Recovery fee: \$2000⁰⁰

BARANOF HOLDINGS LLC
2305 CEDAR SPRINGS RD, STE 200
DALLAS, TX 75201

City eShield™ Online Fraud
Protection for Business
32-1797/1110

DATE 11/19/18

PAY TO THE ORDER OF City of Northbay Village, FL

\$ 2,600 ⁰⁰/₁₀₀

Two thousand six hundred dollars ⁰⁰/₁₀₀

DOLLARS



TEXAS CAPITAL BANK®
Dallas, Texas

FOR Variance Fee

And M. Adh

MP



**WEISS SEROTA HELFMAN
COLE & BIERMAN**

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

KATHRYN MEHAFFEY, ESQ.
KMEHAFFEY@WSH-LAW.COM

December 28, 2018

VIA HAND DELIVERY

Ms. Graciela Mariot
Interim Village Clerk
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

VIA EMAIL

Mr. Jim LaRue
Mr. Ben Smith
LaRue Planning and Management
Village Planning
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Parking Waiver Application for property generally located at 7601 East Treasure Drive, Grandview Palace Condominium Association, Master Folio 23-3209-011-0010

Dear Ms. Mariot, Mr. LaRue, and Mr. Smith:

This is an application by Baranof Holdings, LLC (“Baranof” or the “Applicant”) for property located at 1850 79th Street Causeway, as off-site parking provider for Grandview Palace Condominiums (“Grandview Palace”) located at 7601 East Treasure Drive in North Bay Village. This letter shall serve as the Applicant’s letter of intent for waiver to the parking requirements of 9.3.C based on shared parking and actual usage or, in the alternative, a variance to the parking requirements of 9.3.C. of the Village Code. The reduction is requested in conjunction with an offer to provide public parking on the property at 1850 79th Street Causeway, the “K-Lot” and contingent on the sale of the K-Lot to Baranof Holdings, LLC (“Baranof”). Upon sale of the K-Lot to Baranof Holdings, LLC, the waiver/variance is intended to run with the land and, pursuant to the Covenant and Stipulation as discussed below, the Grandview parking requirement on the K-Lot will be binding on Baranof and its successors in perpetuity unless modified by the Village. Grandview Palace is in the process of completing a final review of supporting documentation referenced herein and verifying the accuracy

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 2 of 11

of the numbers set forth and reserves the right to modify, correct, or respond with additional information or otherwise join or amend this application.

Baranof presents this information based on its independent evaluation of the Grandview Palace property, historical documents and the K-Lot property, which information and analysis is under review by Grandview Palace.

The Property. The Grandview Palace Condominium property, consisting of 4.14 acres and zoned RM-70 Multiple Family Residential, is located at 7601 East Treasure Drive on the south side of the Causeway. The Grandview Palace property was built a number of years ago as North Bay Landing in conjunction with an adjacent property (currently known as Caribbean Towers) under a shared parking arrangement. For purposes of this application, the North Bay Landing/Grandview Palace property will be referred to as “Grandview Palace.” As a result of a 1992 foreclosure action, the Grandview Palace property was separated from the adjacent property with which it shared parking and became non-conforming as to parking. Litigation ensued during which the Court determined the legal number of parking spaces required for Grandview Palace, based on the then existing uses and Village Code parking requirements.

The parties, including the City of North Bay Village, entered into a stipulated settlement agreement (the “Stipulation”), later ratified by the City in Resolution 92-39. Based on the then existing uses and Village Code requirements, the Stipulation set a parking requirement of 1,119 spaces for Grandview Palace including handicapped and compact parking spaces. The Stipulation, recognizing that the 1,119 required parking spaces were not provided on-site, also acknowledged the anticipated purchase of a nearby property which would be utilized for additional off-site parking for Grandview Palace in order to provide the required 1,119 parking spaces. The Stipulation required that in the event a property was purchased for off-site parking, a covenant committing the off-site property to provide the additional required parking for Grandview Palace in perpetuity would be required.

Later, the property located at 1850 79th Street Causeway, the “K-Lot,” was purchased by the developer of the Grandview Palace and a covenant committing the K-Lot to provide off-site parking for Grandview Palace was executed. In contrast to the requirements of the Stipulation, the covenant limited the K-Lot “solely” to parking for Grandview Palace, preventing the addition of any other uses on the property. The covenant was recently amended to delete the word “solely” to allow redevelopment of the property in addition to the parking required for Grandview Palace. The Resolution, Stipulation, Covenant and recent Covenant Amendment are attached as Exhibit A.

Ms. Graciela Mariot
 Mr. Jim LaRue
 Mr. Ben Smith
 December 26, 2018
 Page 3 of 11

Subsequent private litigation from 2012-2014, which the Village was not a party to, required the Grandview Palace Condominium Association to continue paying rent to the owner of the K-Lot for all of the spaces in the K-Lot at a rate specified by the court.¹

The Stipulation required 1,119 parking spaces based on the following uses:

Grandview Palace 1992 Uses	
1992 Stipulation Use ("Stipulation Use")	Square Foot/ Units/Slips
Office	670 sq.ft.
Retail/Shopping	15,200 sq.ft.
Residential Condo – 2 Bedroom	506 units
Marina	119 slips *

* In 1992 there were 106 slips plus 32 davits, which were located in 13 additional slips (119 slips total)

As with any property, over the years, changes occurred with tenants and uses since the original project development and since the 1992 Stipulation. A number of the business uses have changed over the years consistent with the designated commercial use of the spaces and subject to permit review by the Village. Additional changes, including a small number of residential reconfigurations, the addition of the health spa, club room, café, and various recreational features, occurred during the redevelopment period from 1996 to 2003 consistent with the Development Agreement approved by the Village in 1996. No substantive changes to the structural or floor plan layout of the property have occurred since the final creation of the condominium entity in 2003 which was all related to the Development Agreement. The Grandview Palace property manager completes an annual survey of residential units to ensure no units have been improperly subdivided and has, when inappropriate changes have been found, worked with the Village Code Enforcement Department to address the changes and ensure the return of the unit to its approved condition.

Current Grandview Palace Parking. Grandview Palace currently provides 1,165 parking spaces consisting of 982 on-site parking spaces as striped, and 183 off-site parking spots located on the K-Lot. While subsequent engineering reports demonstrate that many additional parking spaces meeting all legal requirements could be added on the Grandview Palace site, no changes are proposed at this time. (The existing Parking Survey is attached as Exhibit B). Many of Grandview Palace’s residents use motor scooters or motorcycles rather than cars for transportation. As such Grandview

¹ Of the 1,119 required parking spaces, 982 are provided on-site, requiring 137 off-site parking spaces. The K-Lot provides 183 parking spaces.

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 4 of 11

Palace’s existing on-site parking includes 52 designated motorcycle parking spaces, which are provided *in addition to* the 982 on-site automobile parking spaces discussed herein.²

The 1,119 parking spaces required by the 1992 Stipulation were calculated based on the 1992 Stipulation Use, as provided above. Those uses are grandfathered at that parking requirement. Based on various types of Village approvals for modifications, it may be helpful to evaluate the parking needs under today’s code considering the 1992 Stipulation approvals and the subsequent 1996 Development Agreement. Based on Baranof’s understanding of these documents and its own current investigations an addition 71 parking spaces would be required if the same 1996 redevelopment occurred under today’s Code requirements, resulting in a Code based 1,190 spaces.

Current Village Code parking requirements were applied to the Development Agreement changes in use, using the highest potentially applicable parking requirement and to all uses regardless of their accessory status³, and the resulting parking requirements for the Development Agreement use changes were added to the 1992 Stipulation required parking.

Parking Reduction Request. The Applicant is requesting, pursuant to Section 9.3.D. *Exceptions to parking requirements*, a waiver from the parking requirements of Section 9.3.C of the Village Code based on shared parking and actual utilization (“Waiver Request”), or in the alternative, a variance of the parking requirements of Section 9.3.C. of the Village Code pursuant to Section 7.3 *Procedure for consideration of a hardship variance* (“Variance Request”), to reduce the Grandview Palace parking requirement to 1057 parking spaces, including 75 off-site parking spaces provided on the K-Lot. This request is for 14 spaces *more* than the need identified by the Parking Analysis study and significantly more than actual usage surveys indicate are required in order to ensure all parking needs are met at all times. The Request is a companion application to the Site Plan Application by Baranof Holdings, LLC, for the K-Lot Redevelopment Proposal, briefly described below. The K-Lot parking reconfiguration and availability of parking for public use is dependent on the sale of the property to Baranof Holdings, LLC and approval of the Site Plan Application.

Approval of both of the companion Applications will permit redevelopment of the K-Lot in a way that will contribute to the Village’s economic base, improve the streetscape, accommodate Grandview Palace’s off-site parking, and provide up to 26 additional parking spaces available hourly or monthly to the public. This Waiver Request or Variance Request is only related to required Grandview Palace parking. There are no restriping or revisions to the Grandview Palace on-site parking configuration proposed at this time. The K-Lot Redevelopment Proposal includes all required parking on-site for the new uses on the K-Lot without any reduction or shared parking request. The

² Motorcycle spaces are not included in the required parking count but are above and beyond all requirements.

³ As an example, the Health Club was included, even though it is primarily used by residents.

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 5 of 11

self-storage and first-floor retail parking requirements are met on-site and these uses will not utilize parking on the Grandview Palace property.

The K-Lot Redevelopment Proposal. The Site Plan Application for the K-Lot consists of a 142,530 square foot Extra Space self-storage facility, with 4,000 square feet of ground floor retail space. In addition, the Project will include parking for the proposed on-site improvements, a number of parking spaces open to the public, and as required by the Stipulation and Covenant, off-site parking for Grandview. The proposed uses are permitted by right under the Village Zoning Code and the Project complies with all Code requirements. See the companion Site Plan application for more information.

Analysis Summary. Approval of the request to reduce the Grandview Palace required parking, either by approval of the Waiver Request or the Variance Request, in conjunction with the proposed K-Lot redevelopment project, will allow the Village to utilize shared parking concepts and make adjustments in a manner that will provide new public parking spaces, a need frequently expressed by the Village. The Village has the unique opportunity to analyze the request with the best possible real-time information – an already developed and operating property, evaluated under current industry shared parking standards, with parking needs that have been verified and validated by a current study of actual usage. The study does not propose changes on the Grandview Palace property but demonstrates *why* the existing parking set-up works and fewer spaces are needed on the surplus K-Lot.

In summary, the shared parking analysis, attached as Exhibit C, based on the Applicant's understanding of current uses on the Grandview Palace property, demonstrates a need for a total of 1,043 spaces for the Grandview Palace. Under the reduction request, as supported by the parking analysis and the actual usage survey, 982 parking spaces are provided on-site (*plus* 52 extra motorcycle spots) which leaves 61 off-site parking spaces required to accommodate Peak Hour demand (7 p.m. weekday in February). This Application proposes to provide not 61 parking spaces on the K-Lot, but 75 parking spaces on the K-Lot. The K-Lot Site Plan application provides 101 extra parking spaces above the required parking for the new on-site development. If 75 of those 101 spaces are dedicated for Grandview Palace use, 26 spaces can be made available for public parking. K-Lot development parking is provided entirely on the K-Lot and those uses will not be utilizing parking on the Grandview Palace Property.

Parking Waiver Analysis. Section 9.3.D.2 of the Village Code provides for a Waiver or reduction of parking requirements in any district whenever the character or use of the building makes

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 6 of 11

the full provision of parking facilities unnecessary.⁴ The Applicant requests a waiver of the requirements from the 1,119 spaces, acknowledging the Village authorized changes pursuant to the 1996 Development Agreement, to provide 1,057 parking spaces (982 on-site and 75 off-site), based on shared parking and actual usage.

Shared Parking. Shared parking is a parking management system when a property is utilized by several different types of uses – for instance, residential, retail, and office. Most parking spaces are only used part time by any particular group of users, leaving a number of spaces open at any given time. These cycles of usage are predictable following daily, weekly, and annual cycles, which when evaluated together allows parking spaces to be shared by multiple users in order to increase efficiency.

Shared parking methodology was developed in the 1980s and has been a widely-accepted industry standard for rightsizing parking facilities over the past 30+ years. Adopted by cities throughout the U.S., and codified in zoning ordinances as an acceptable practice, shared parking is endorsed by the Urban Land Institute (ULI), the American Planning Association (APA), the National Parking Association (NPA), and International Council of Shopping Centers (ICSC), as an acceptable method of parking planning and management.

Shared parking allows for the sharing of parking spaces among uses in a mixed-use environment—in lieu of providing a minimum number of parking spaces for each individual use.

Shared Parking Analysis Extra Space Storage, North Bay Village, Florida, 11/24/2018
pg.4, Walker Consultants.

A shared parking analysis was completed for Grandview Palace as well as the K-Lot Project. For Grandview Palace, the calculation starts with the base 1992 Stipulation required parking (1,119 spaces), adds the parking that today’s Code would require for changes in use described above (+71 spaces), and, using the total required parking of 1,190 parking spaces, evaluates the shared parking needs based on the normal hours and patterns of parking space utilization for each of the existing land

⁴ Village Code Section 9.3 - Off-street parking requirements.

* * *

D. Exceptions to parking requirements.

* * *

2. Waiver or reduction of parking requirements: To waive or reduce the parking and loading requirements in any district whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities.

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 7 of 11

uses. The methodology assumed a 100% occupancy and did not apply a vacancy rate reduction for any uses. Peak Hour demand was determined to be at 7:00 p.m. on a weekday in February. The shared parking analysis for Grandview Palace demonstrates a need for 1,043 parking spaces during the Peak Hour demand. With 982 of those parking spaces located on-site, the analysis demonstrates a need for 61 additional spaces, which must be provided off-site. The Applicant requests to reduce the off-site parking to 75 as opposed to 61 to alleviate any concerns of parking shortage.

The shared parking analysis for the K-Lot was conducted in the same manner, although no reduction in the parking requirement is requested for that application. The K-Lot and Grandview Palace shared parking analyses provided in the study were not linked together because the application does not anticipate the K-Lot uses sharing or utilizing the Grandview Property in any way. The required parking for the proposed redevelopment on the K-Lot is 38 parking spaces. The shared parking analysis demonstrated a Peak Hour demand⁵ of 17 parking spaces. However, to address the Village's concerns with parking, this is not included in the Grandview Palace shared parking analysis and no reduction in the K-Lot redevelopment required parking is proposed. The K-Lot Redevelopment Project provides all 38 required parking spaces, plus 101 spaces dedicated to Grandview Palace off-site parking and public parking. The public parking is available only with purchase of the property by Baranof Holdings, LLC and approval of the Baranof K-Lot site plan.

Actual Utilization. An on-site parking usage survey was conducted on November 1, 2018. Counts were taken at 9:30 a.m. and 1:30 p.m. On-site Grandview Palace parking was 43% occupied at 9:30 a.m. and 29% occupied at 1:30 p.m. The K-Lot had 35 vehicles at 9:30 a.m. and 40 vehicles at 1:30 p.m.; however, 12 of those parking spaces are leased to a neighboring property. Not including the leased spaces, Grandview Palace was utilizing 23 parking spaces at 9:30 a.m. and 28 parking spaces at 1:30 p.m., all of which could easily have been parked on-site at Grandview Palace.

Based on the actual parking usage of the K-Lot and of the on-site Grandview Palace parking, there is an ample supply of parking for the uses at Grandview Palace on-site, and the proposed 75 off-site parking spaces is sufficient to handle all Peak Hour demand.

Variance Analysis. In the event the Village Commission determines a Waiver of the parking requirements is not the appropriate mechanism to address a parking reduction, the Applicant respectfully requests approval of a variance from the requirements of Section 9.3.C to require 1,057 parking spaces for Grandview Palace. The current 1992 Stipulation requirement is 1,119 parking spaces. However, in recognition of changes related to the 1996 Development Agreement, which although consistent with prior Village authorizations may not have been incorporated into prior parking calculations, 1,190 parking spaces is consistent with the current Code requirements as

⁵ Peak Hour demand for the K-Lot on-site redevelopment project, based on the uses, is 11:00 a.m. on a weekday in February.

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 8 of 11

discussed above. Section 7.3.C. provides procedures and criteria for consideration of a hardship variance.

The criteria the Planning and Zoning Board and Village Commission must evaluate when considering a variance are discussed below:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.

Applicant response: The off-site parking requirement creates a unique burden restricting the use of the off-site property, the K-Lot. No other property in the Village is burdened in a similar way. The K-Lot cannot transfer the Grandview Palace burden elsewhere and there is not available land that the Grandview Palace may move its off-site parking to. The K-Lot must, unlike any other property in the village, add the Grandview Palace's off-site parking burden to its own development and parking requirements. When combined with the on-site development and the related on-site parking requirement, it adds a significant burden making redevelopment virtually impossible, given the other development parameters on the lot.

2. That the special circumstances and conditions were not self-created by any person having an interest in the property.

Applicant response: The special circumstances were not self-created, nor were they created by any person having an interest in the property. The circumstances were created by financial failures and the resulting subdivision of the Grandview Palace and Caribbean Towers buildings that occurred more than 30 years ago, which forced the creation of alternate parking arrangements.

3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.

Applicant response: This Variance Request is submitted in conjunction with the K-Lot Site Plan Application and is a unique situation where the Grandview Palace parking requirement creates an unreasonable burden not just for Grandview Palace, but for the off-site K-Lot as well. Redevelopment of the K-Lot is severely compromised by the requirement to provide such a large number of parking spaces for Grandview Palace in addition to any redevelopment and the on-site parking for that redevelopment. The proposed K-Lot self-

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page 9 of 11

storage facility, given its low parking need and requirement, also allows for the tremendous benefit of public parking.

4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.

***Applicant response:** Granting the variance will not confer on the Applicant any special privilege that is denied to other land, structures or buildings in the same zoning district. Granting the variance will not confer on Grandview Palace any special privilege. In actuality, Grandview Palace has, since it began utilizing the K-Lot, provided more than its required parking. Based on the uses and parking requirements at the time, Grandview Palace was required to provide 1,119 parking spaces, but was providing 1,165 parking spaces with the K-Lot. Approval of the variance will not allow Grandview Palace to make any changes, nor will it eliminate its requirement to provide adequate parking. The reduction, simply, acknowledges the blend of uses located on the Property and actual parking usage rates. The Variance Request reduces the parking requirement, but still requires Grandview Palace to pay monthly for 75 off-site parking spaces, which is above actual usage and 14 spaces more than the need demonstrated in the Parking Analysis, but ensures it can, at all times, meet its worst-case scenario Peak Hour demand.*

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.

***Applicant response:** The variance requested is the minimum variance that will make possible the reasonable use of the land, structure, or building. Approval of the variance and the Baranof Site Plan will allow redevelopment of the K-Lot in a way that allows for the provision of new public parking, which can alleviate parking shortages in the surrounding neighborhood without creating any shortage on the Grandview Palace property.*

6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

***Applicant response:** Approval of the variance is in harmony with the general intent and purpose of the Village Zoning Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. The approval of the variance in conjunction with the redevelopment of the K-Lot will still provide sufficient Grandview Palace parking to meet their Peak Hour demand, but will also provide a significant benefit to the*

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page **10** of **11**

neighborhood and improve the public welfare by providing 26 new parking spaces available to the public.

7. The variance request is not based exclusively upon a desire to reduce the cost of development.

***Applicant response:** Approval of the variance is not based exclusively upon a desire to reduce the cost of development. It is true that the reduction of the parking requirement will reduce annual costs for the Grandview Palace Condominium members; however, the more crucial element is the ability of the Baranof Site Plan to provide for redevelopment of the K-Lot in a manner that improves the streetscape, Village economic base, and most significantly, provides critically needed publicly available parking.*

Other Documentation. As described above, the K-Lot is subject to the 1992 Stipulation adopted by Resolution of the Village Commission. The Stipulation will require revision and provides that the number of parking spaces may be revised upon approval by Resolution of the Village Commission. In addition, a Covenant running with the land may be revised to incorporate the Resolution changing the stipulated number of parking spaces. Both of these documents will need to be revised by the Village Commission concurrent with approval of the parking waiver or variance, and effective upon sale of the property to Baranof Holdings, LLC. That request will be a separate application for consideration at the same meeting, but only after approval of this application.

Conclusion. The K-Lot has been utilized for years for off-site parking for Grandview Palace. The Property has gone through various stages of disrepair and recovery, but has never contributed more to the Village than to provide minimal parking for Grandview Palace guests and occasionally, random public users who wrongly assume they can use the open parking which is currently not allowed under the Village approvals. Parking on the K-Lot is severely underutilized. Much of it is not needed by Grandview Palace but excess spaces cannot be made available to the public. The property contributes only minimally to the tax base and provides no social benefit to the Village. Approval of the Waiver Request, or alternatively, the Variance Request to require 1,057 parking spaces for Grandview Palace would not only permit Grandview Palace to still provide sufficient off-site parking to accommodate Peak Hour demand, but will also allow redevelopment on the K-Lot to provide 26 parking spaces for public use. Additionally, it will allow for redevelopment of the property with a use that will contribute more positively to the tax base, improve the streetscape, and provide ground floor neighborhood commercial in addition to the self-storage which will provide a service to Village residents and draw in consumers from the beach communities.

Therefore, based on: (1) the aforementioned analyses and inventories; (2) the difficulty of providing 183 parking spaces on the K-Lot in conjunction with redevelopment, and; (3) Grandview

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 26, 2018
Page **11** of **11**

Palace's contention (validated by the attached study) that the majority of the 183 parking spaces on the K-Lot are not utilized, the Applicant respectfully requests a reduced parking requirement of 1,057 parking spaces for Grandview Palace, conditionally tied to the K-Lot Redevelopment Site Plan application by Baranof Holdings which provides the off-site parking for Grandview Palace and will, as a result of this approval, provide 26 parking spaces available for public use. With this Application, of the 1057 required spaces, 982 spaces will be provided on-site at Grandview Palace and 75 spaces will be provided off-site on the K-Lot. An additional 52 motorcycle spaces will also be provided on-site.

Based on the forgoing, we look forward to your favorable recommendation. Should you have any questions or concerns regarding this Application, please do not hesitate to call me at 954-763-4242.

Very truly yours,



Kathryn M. Mehaffey

RESOLUTION NO. R92-39

A RESOLUTION OF THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO SETTLEMENT OF CERTAIN LITIGATION BETWEEN THE CITY AND FLAMINGO HOLDING PARTNERS AND THE BANK OF NEW YORK; RESOLVING THE ISSUE OF PARKING REQUIREMENTS OF THAT PROJECT KNOWN AS FLAMINGO PLAZA/NORTH BAY LANDING; MAKING FINDINGS OF FACT APPROVING A PROPOSED STIPULATION FOR SETTLEMENT AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of North Bay Village has been a party to an action styled GORDON vs. HOLLO recently and presently pending in the Circuit Court for the Eleventh Judicial Circuit in and for Dade County, Florida, Case No. 90-10330-CA-28, and

WHEREAS, said case has proceeded to final judgment of foreclosure entered on July 4, 1992, and

WHEREAS, appeals have been taken by various parties from said Order which said appeals are presently pending in the Third District Court of Appeal for the State of Florida, Case No. 92-02446, and

WHEREAS, the primary issues involving the City before the Trial Court were:

- (a) the viability of a unity of title covenant;
- (b) development rights transferred to the Project known as FLAMINGO PLAZA/NORTH BAY LANDING from the adjacent property to the south known as CARIBBEAN TOWERS, and
- (c) required parking to accommodate the FLAMINGO PLAZA/NORTH

BAY LANDING Project and

WHEREAS, the Final Judgment of Foreclosure resolves the issue of the unity of title as relates to Caribbean Towers and the issue of transfer of development rights from CARIBBEAN TOWERS (subject to future appellate action) said Judgment addresses but does not resolve the issue of parking at FLAMINGO PLAZA/NORTH BAY LANDING, and

WHEREAS, the aforesaid litigation has continued for several years at substantial cost to the City for Court costs, attorney's fees, and administrative time and effort, and

WHEREAS, a proposal has been made by FLAMINGO HOLDING PARTNERSHIP as titleholder to said Project to provide permanent parking to accommodate the parking requirements of the Project and

WHEREAS, the City Manager and City Attorney have negotiated with FLAMINGO HOLDING PARTNERSHIP and THE BANK OF NEW YORK, which negotiations have resulted in a proposed Stipulation for Settlement, a copy of which is attached hereto and made a part of this Resolution in its entirety, and


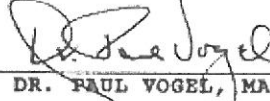
WHEREAS, it is the intent and desire of this Commission in the best interest of the City to resolve litigation where appropriate and to avoid future litigation to the extent possible, and the Commission finds that the settlement proposed in said Stipulation will at least resolve the pending litigation between the City and FLAMINGO HOLDING PARTNERSHIP/BANK OF NEW YORK and obviate future litigation concerning the issues pending between said parties,

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

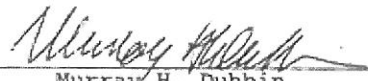
Section 1: The Stipulation which is attached to and made a part of this Resolution is approved in its entirety as presented and the City Attorney is authorized to execute the same on behalf of the City;

Section 2: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 22ND day of December, 1992.

Attest	 <hr/> Sally MacDonald, City Clerk	 <hr/> DR. PAUL VOGEL, MAYOR
	JAMES DiPietro CITY MANAGER	

APPROVED AS TO FORM :



 Murray H. Dubbin,
 City Attorney

FINAL ADOPTION:

Mayor Paul Vogel	<u>Yes</u>
Vice Mayor Irving Leighton	<u>Aye</u>
Commissioner Alvin M. Blake	<u>Yes</u>
Commissioner George Rodriguez	<u>Yes</u>
Commissioner Deborah Mash-Geller	<u>Absent</u>

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

ROBERT GORDON,

CASE NO. 10330-CA-28

Plaintiff,

vs.

TIBOR HOLLO, et al.,

Defendants.

STIPULATION

The undersigned counsel for three of the parties to this action, to-wit: NORTH BAY VILLAGE (the "CITY"), THE BANK OF NEW YORK (the "BANK"), and FLAMINGO HOLDING PARTNERSHIP ("FHP"), hereby stipulate and agree as follows:

RECITALS:

1. On July 24, 1992, the Circuit Court of Dade County, Florida, entered its Final Judgment of Foreclosure in the above cause which said that final judgment is made a part of this Stipulation by reference. (The Judgment)

2. Notices of Appeal have been filed by the Bank and FHP, Florida East Coast Properties, as well as ROBERT GORDON, Plaintiff, whereby the matters which are the subject of appeal are presently pending in the Third District Court of Appeal, albeit, there continued to be undisposed issues remaining for resolution pending before the Circuit Court in the above styled case. BANK and FHP represent that FHP as titleholder has full authorization to bind the Project, as hereinafter defined, to the terms of this Stipulation.

CASE NO. 90-10330-CA-28

3. This case has resulted in the foreclosure of a mortgage on the property to the south of North Bay Landing, creating an issue as to the adequacy of the motor vehicle parking at North Bay Landing. Originally, North Bay Landing and the foreclosed property were under common ownership and a common parking arrangement. The purpose of this Stipulation is only to address and resolve the motor vehicle parking issue between the CITY and FHP. FHP represents that it is aware of no other issues to be resolved between the CITY and other parties to this Stipulation.

4. The North Bay Landing project (the "Project"), is defined to mean that real property situated and lying in North Bay Village, Florida, which is described in Exhibit "A" attached hereto and made a part hereof. Said property contains improvements consisting of residential apartment units, retail area, slips presently in place or approved for completion and parking facilities all as presently in place or approved for completion and parking facilities, all as presently in place or approved and permitted for completion; these improvements are also described in Exhibit "A."

5. The Bank has acted as lead lender and mortgage holder of record with respect to the Project which was originally developed as Flamingo Plaza. In March of 1990, FHP acquired title to the Project from the original developer.

6. The project was developed pursuant, in part, to variances granted by the CITY in 1982 and litigation which interpreted and construed said variances which said litigation was completed in

CASE NO. 90-10330-CA-28

1984.

7. The instant litigation involving the Project has been and continues to be extensive and costly. It is the intent and purpose of the parties to settle and resolve all disagreements between them relating to parking requirements for the Project and such other issues as may hereafter be addressed in order to settle and resolve all present litigation and prevent future litigation between the parties to this Stipulation.

Now Then, in consideration of the premises and mutual covenants this day entered into it is hereby agreed as follows:

1. The Project requires 1119 parking spaces based on the number and mix of residential units, the existing retail area, and boat slips presently in place or approved for completion. Of said 1119 spaces, 22 shall conform to applicable City Code requirements for handicapped parking.

2. Said 1119 spaces shall conform to current City Code requirements as relates to the percentage of allowable spaces that may be classified as "compact" spaces.

3. FHP shall at FHP's expense, retain an AIA member Florida licensed architect to certify to the CITY the number and type of conforming spaces available to serve North Bay Landing.

4. The parties understand and agree that the number and mix of parking spaces as set forth above will not entitle FHP, including its successors and assigns, to additional project growth (such as, for example, additional residential units, retail

CASE NO. 90-10330-CA-28

facilities, or marina slips) without subsequent application and other compliance with the applicable provisions of the comprehensive master plan, zoning code, building code, ordinances, and other requirements as then in effect. This Stipulation shall not serve to bind the CITY to the grant of any future variances or special use exceptions which may be applied for by FHP, its successors or assigns.

5. FHP and the BANK propose to acquire an offsite parcel to be utilized for offsite parking to supplement the onsite parking at North Bay Landing. The proposed parcel is depicted on Exhibit "B" by location sketch and legal description, and same is attached hereto and made a part hereof. It is agreed that if said property is properly developed, paved, and striped in accordance with the City and County Code, and with ingress and egress approved by the State Department of Transportation, it may be used to provide parking to supplement onsite parking at North Bay Landing.

6. In the event of acquisition of said offsite parcel or any other offsite parcel acquired by FHP, its successors and/or assigns, for parking purposes and approved by the CITY that FHP, its successors and/or assigns, shall enter into and record a covenant running with the land approved by the City Attorney which commits the land for perpetual use for parking purposes for North Bay Landing. Said covenant shall provide that it shall be subject to release or modification only by resolution of the CITY Commission. Such a covenant shall be a prior encumbrance upon the

CASE NO. 90-10330-CA-28

property and shall be joined in by all parties who have or claim a title or lian interest in and upon the property.

7. The parties agree that except for performance of the mutual covenants contained and set forth in this Stipulation, and payment by FHP for repair of a damaged sewer line on East Treasure Drive, that each party releases the other of and from all known claims, actions, rights of action, causes, demands or accountings that each has against the other up to and including the date of these presents. Said Release shall be binding upon the parties, their successors and assigns.

8. The parties jointly move this Court to ratify and approve the foregoing Stipulation.

DATED this 28th of December, 1992.

Respectfully submitted,

THE BANK OF NEW YORK and
FLAMINGO HOLDING PARTNERSHIP:

COLL DAVIDSON, CARTER, SMITH,
SALTER & BARKETT, P.A.
3200 - Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131
Ph: (305) 373-5200

By: *Vance E. Salter*
VANCE E. SALTER
Fla. Bar No. 232981

SENT BY:TAYLOR BRION

3- 2-95 : 10:28 :

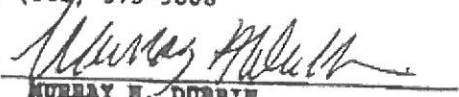
305 1578- ?41Z_ Q11 11A! 82:# 7/12

CASE NO. 90-10330-CA-28

FOR THE CITY OF NORTH BAY VILLAGE:

DUBBIN, BERKMAN, BLOOM & KARAM
650 - Rivergate Plaza
444 Brickell Avenue
Miami, Florida 33131
Ph: (305) 373-3606

By:



MURRAY H. DUBBIN
Fla. Bar No. 020703

SENT BY: TAYLOR BRION


: 3- 2-95 : 10:28 :

3 371 4578- ?41Z_ GJE KA! 02:4

CASE NO. 90-10330-CA-28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Stipulation has been forwarded by U.S. Mail to those listed on the attached Service List this 30th day of December, 1992.

By: 
MURRAY R. DUBBIN

Tract A, Block 8, First Addition of Treasure Island, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02° 25' 14" West of the Southwest corner of said Tract "A"; thence run North 63° 43' 21" East, a distance of 225.67 feet of the northeasterly line of said Tract "A"; thence North 47° 53' 36" West along the Northeasterly line of said Tract "A" a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road #28; thence South 42° 26; 03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83° 38' 15" and a radius of 650.48 feet an arc distance of 142.63 feet through an angle of 12° 33' 49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57° 25' 06" and a radius of 25 feet an arc distance of 35.05 feet to the end of said radial return and a point on the West line of said Tract "A"; thence South 02° 25' 14" East of said West line of said Tract "A" a distance of 3.95 feet to the POINT OF BEGINNING.

EXHIBIT "A"

SENT BY:TAYLOR BRION

3- 2-95 : 10:28 :

305 1578- 2412_ Q-11 NA1 02:10/12

All of Lots 1 and 2, Block 8, FIRST ADDITION TO TREASURE ISLAND, Plat Book 53 at Page 65 of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53, at page 65 of the Public Records of Dade County, Florida; thence run North along the East Line of said Lot 2 for a distance of 69 feet to a point; thence run West along a line of 69 feet North of and parallel to the South Line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 187.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53 at Page 65, of the Public Records of Dade County, Florida.

PLUS Improvements as Existing or Approved for Completion:

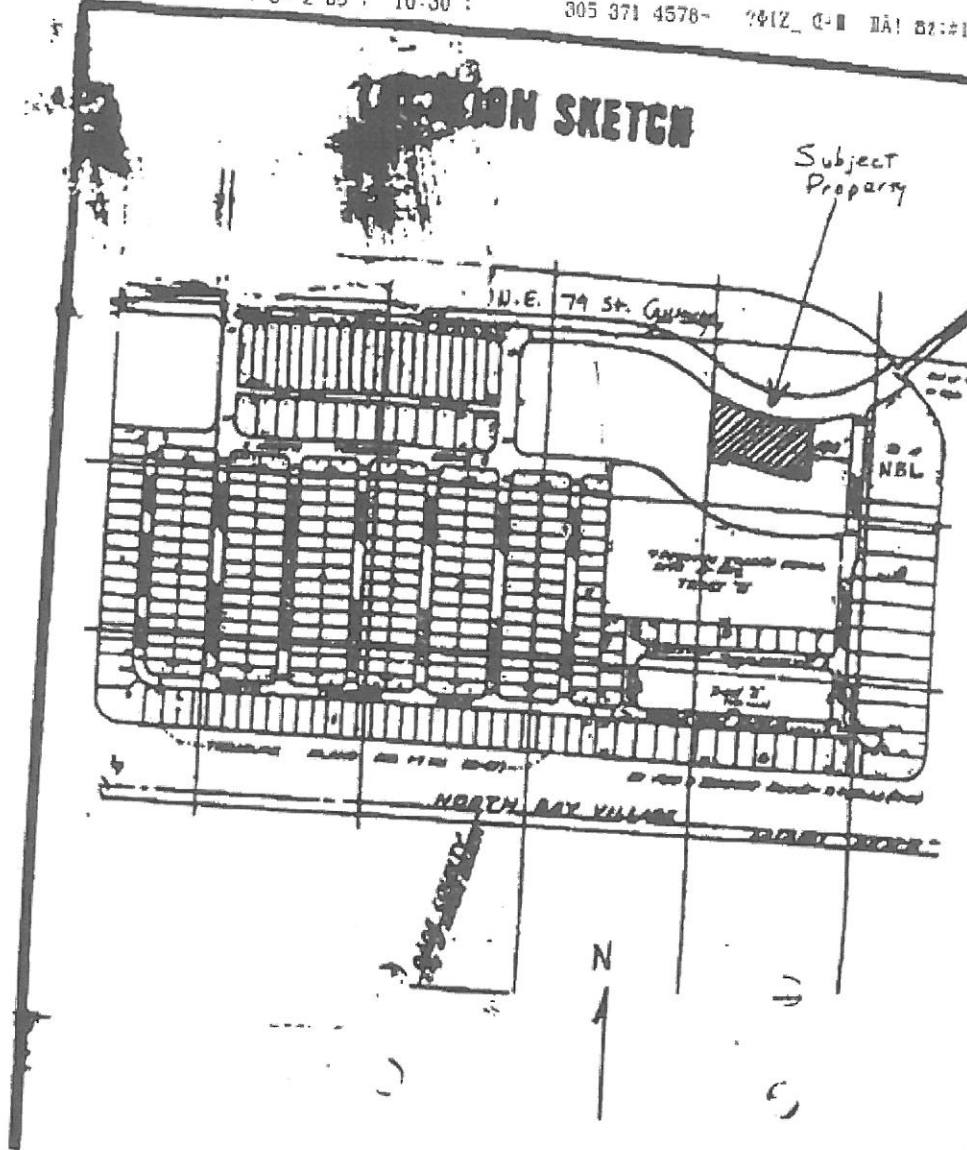
506 Two-Bedroom Apartment Units
 670 Sq. Ft. Office Space
 15,200 Sq. Ft. Retail Space
 Marina Facility with 106 Slips and 32 Davits

-2-

SENT BY: TAYLOR BRION

: 3-2-95 : 10:30 :

305 371 4578- 7412, C-11 DA! 52:#11/1:



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 highway right-of-way of proposed Northeast seventy-ninth street causeway, which same is recorded in Plat Book No. 25 at Page 70 of the Public Records of Dade County, Florida; Thence North 88 degrees 41' 24" east along the center line of the above right-of-way for 1560.00 feet to a point; thence south 1 degree 37' 00" east for 30.00 feet to a point on the south right-of-way of said 79 St. Causeway; thence North 88 degrees 41' 24" east along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 887.82 feet and a central angle of 38 degrees 12' 00" for an arc distance of 371.81 feet to a point of reverse curvature; thence to the left along a curve having a radius of 650.48 feet and a central angle of 11 degrees 09' 40" for an arc distance of 126.14 feet to the point of beginning; thence continue along the aforementioned curve having a central angle of 37 degrees 02' 17" for an arc distance of 420.23 feet to a point; thence south 1 degree 37' 00" east for 208.71 feet to a point of curvature of a curve to the right; thence to the right along said curve having a radius of 853.98 feet, a central angle of 12 degrees 57' 47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 324.98 feet, a central angle of 27 degrees 40' 09" and an arc distance of 156.95 feet to a point; thence south 1 degree 37' 00" east for 18.18 feet to a point; thence south 88 degree 41' 24" west for 68.95 feet to a point; thence north 1 degree 37' 00" west for 238.39 feet to the point of beginning.

EXHIBIT B

Reinaldo Trujillo
 7601 E. Treasure Dr. Unit 1511
 North Bay Village, Fl. 33141
mltra@bellsouth.net

EXHIBIT A

16914 0870

95R36664 1 1995 SEP 08 15:50

COVENANT RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS that the undersigned, First Equitable Realty III, Ltd., a Florida limited partnership, hereafter referred to as Grantor joined by Home Savings Bank, F.S.B., First Mortgagee for in and in consideration of Ten Dollars (\$10.00) and other and good valuable considerations received by it from the City of North Bay Village, Florida hereby covenants and agrees as follows:

1. RECITALS.

A. Grantor is the fee simple titleholder in and to that real property situate lying and being in the City of North Bay Village, Dade County, Florida (City), which is more fully described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof ("North Bay Landing") and North Bay Landing Parking Lot respectively.

B. First Mortgagee is the owner and holder of the first and only mortgage upon and against the property described in Exhibit "A" and in Exhibit "B" and joins in executing this instrument for the sole purpose of subordinating its mortgage lien to the rights of the City under this instrument.

C. On December 28, 1992, the Grantor's predecessor in title and the City entered into a Stipulation for purposes of settlement and resolution of litigation between the parties. A true copy of said Stipulation was recorded in Official Records Book 15785, Page 1512 of the Public Records of Dade County, Florida and is made a part of this covenant by reference although not physically attached hereto.

D. Under said Stipulation, the real property described in Exhibit "B" attached, as designated to be used for parking for the property described in Exhibit "A" (North Bay Landing).

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants this day entered into, Grantor hereby covenants and agrees as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use solely for parking purposes for North Bay Landing.
2. The covenant herein entered into shall be subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida.
3. Said covenant is a prior encumbrance upon the real property described in Exhibit "B" prior to any claim of title or interest by any third party.

Handwritten initials: J, W

SENT BY: TAYLOR BRION

: 8-16-95 : 3:21PM :

TAYLOR BRION-310#17578*21#1305771:# 4/ 7

REC 16914 PG 0871

4. This covenant shall run with the land and shall be binding upon the Grantor, its successors, trustees and assigns for all time in accordance with the terms hereof.

5. First Mortgagee hereby subordinates its interest as Mortgagee to the Covenant herein contained and acknowledges and agrees that its mortgage lien is subject and inferior to this Covenant Running with the Land and the conditions contained in paragraphs 1 through 4, above. First Mortgagee has joined in executing this instrument for the sole purpose of this subordination Covenant.

DATED this 18th day of August, 1995.

FIRST EQUITABLE REALTY III., LTD.
By its General Partner, First
Equitable Realty III, Inc., a
Florida corporation

[Signature]
SASHA GARNET
JOSE PEREZ

By: *[Signature]*
Joel M. Gamel, President
Grantor

Home Savings Bank, a Federal savings
bank

[Signature]
JERROLD KNEE
PATRICIA A. MAURER


By: *[Signature]*
WILLIAM C. LEMKE, President
First Mortgagee

STATE OF FLORIDA) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of August, 1995, by Joel M. Gamel, President of First Equitable Realty III, Inc., who personally appeared before me at the time of notarization, and who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

NOTARY PUBLIC:
[Signature]
State of Florida at Large
Print: DENNIS P. ELLIOTT

My Commission Expires:
August 14, 1999
Notary ID # 721681
Commission No. CC 488280 2

 DENNIS P. ELLIOTT
Notary Public, State of Florida
My Comm. Exp. 8/14/99
CC 488280 / BONDED

SENT BY:TAYLOR BRION

: 8-16-95 : 3:22PM :

TAYLOR BRION-310#17578*21#1305771:# 5/ 7

OFF REC 16914 PC 0872

STATE OF FLORIDA)

ss:

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 21 day of August, 1995, by WILLIAM C. LEMKE, V. Pres. of HOME SAVINGS BANK, F.S.B., who personally appeared before me at the time of notarization, and who is personally known to me or who has produced (personally known) as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Murray H. Dubbin
State of Florida at Large

My Commission Expires:

Print: _____



C:\DUBBIN\MORTHBAY.VTL\COVENT.LMD

This instrument was prepared by:
MURRAY H. DUBBIN
ATTORNEY AT LAW
801 Brickell Ave., Suite 1401
Miami, FL 33131-2900

SENT BY TAYLOR BRION

: 8-16-95 : 3:22PM :

TAYLOR BRION-310#17578*21#1305771:# 6/ 7

: 1-1-95 : 2:26PM :

TAYLOR BRION-310#17578*21#1305771:# 1/ 5

OFF
REF 16914 PT 0873North Bay Landing

All of Lots 1 and 2, Block 8, of FIRST ADDITION TO TREASURE ISLAND, Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida; thence run North along the East line of said Lot 2 for a distance of 69 feet to a point, thence run West along a line of 69 feet North of and parallel to the South line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 107.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida.

And

Tract A, Block 8, FIRST ADDITION OF TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02°25'14" West of the Southwest corner of said Tract "A", thence run North 63°43'21" East, a distance of 225.67 feet of the northeasterly line of said Tract A; thence North 47°53'36" West along the Northeasterly line of said Tract A; a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road 828; thence South 42°26'03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83°38'15" and a radius of 550.48 feet an arc distance of 142.63 feet through an angle of 12°33'49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57°23'06" and a radius of 25 feet and arc distance of 25.03 feet to the end of said radial return and a point on the West line of said Tract A; thence South 02°25'14" East of said West line of said Tract A a distance of 3.95 feet to the POINT OF BEGINNING.

EXHIBIT "A"

SENT BY TAYLOR BRION

8-16-95 3:29PM
4-12-95 9:26PM

TAYLOR BRION-910#17578*21#1305771:# 7/ 7
TAYLOR BRION-910#17578*21#1305771:# 5/ 5

OFF REC 16914 PG 0874

Commencing at the one-half mile post on the west line of Section 9, Township 33 South, Range 42 East, as shown on the map of highway right-of-way of proposed Northeast seventy-ninth street causeway, which same is recorded in Plat Book No. 25 at Page 79 of the Public Records of Dade County, Florida; thence North 88 degrees 41' 24" east along the center line of the above right-of-way for 1849.00 feet to a point; thence south 1 degree 37' 00" east for 88.00 feet to a point on the south right-of-way of said 79 St. Causeway; thence North 88 degrees 41' 24" east along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 287.82 feet and a central angle of 38 degrees 12' 00" for an arc distance of 371.81 feet to a point of reverse curvature; thence to the left along a curve having a radius of 488.48 feet and a central angle of 11 degrees 00' 40" for an arc distance of 136.14 feet to the point of beginning; thence continue along the aforementioned curve having a central angle of 37 degrees 02' 17" for an arc distance of 428.33 feet to a point; thence south 1 degree 37' 00" east for 208.71 feet to a point of curvature of a curve to the right; thence to the right along said curve having a radius of 881.98 feet, a central angle of 12 degrees 37' 47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 136.98 feet, a central angle of 27 degrees 45' 00" and an arc distance of 154.98 feet to a point; thence south 1 degree 37' 00" east for 14.18 feet to a point; thence south 88 degree 41' 24" west for 68.98 feet to a point; thence north 1 degree 37' 00" west for 236.39 feet to the point of beginning.

RECORDERS NOTE:
The legibility of writing, typing or printing unath-
factory in this document when received.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN,
Clerk of Circuit & County
Courts

EXHIBIT "B"

This instrument prepared by and
after recording, please return to:

Kathryn Mehaffey
Weiss Serota Helfman Cole & Bierman
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, FL 33301

Address 1850 79 Street Causeway
Folio: 23-3209-000-251
23-3209-000-253
23-3209-000-260

Reserved for Recording

FIRST AMENDMENT TO
COVENANT RUNNING WITH THE LAND

WHEREAS, The Atkinson Trust, LLC (the "Owner") is the owner of the following described real property (the "Property"), lying, being and situated in North Bay Village, Florida and legally described as:

SEE ATTACHMENT "A"

And generally located at 1850 79 Street Causeway, North Bay Village, Florida; and

WHEREAS, on September 8, 1995, Owner's predecessor in title recorded a Covenant Running with the Land in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the "Covenant") pursuant to stipulation approved by Village Resolution No. 92-39; and

WHEREAS, the "Covenant" limits the use of the Property "Solely" for parking purposes for the benefit of North Bay Landing, now named "Grandview Palace"; and

WHEREAS, the Covenant is subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, Owner desires to allow for use of the property for development in addition to the parking for Grandview Palace; and

WHEREAS, Owner, with approval of the Village Commission of North Bay Village, Florida, as granted in Resolution No. 2018-095, desires to amend the Covenant to provide for redevelopment of the property in conjunction with parking required by the Village for Grandview Palace.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

A. The above recitals are true and correct, and are hereby incorporated by reference.

B. The Covenant Running with the Land is hereby amended as follows:

Paragraph 1. Is hereby amended as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use ~~solely~~ for parking purposes for North Bay Landing (now known as "Grandview Palace") in addition to other uses which may be developed on the property as permitted by the Village Land Development Regulations.

C. The Covenant Running with the Land, as amended by this First Amendment, remains in full force and effect in accordance with the terms and conditions thereof. All other terms, covenants, stipulations and Resolutions not otherwise amended are hereby confirmed and ratified.

IN WITNESS WHEREOF, Owner has executed this Covenant this 8th of November, 2018.

WITNESSES:

THE ATKINSON TRUST, LLC

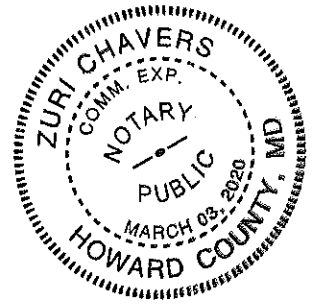
[Signature]
Print Name: Mark Casey

By: [Signature]
Katherine Edwards

[Signature]
Print Name: Stephen J. Gamble Jr.
Maryland

STATE OF FLORIDA)
Baltimore SS
COUNTY OF ~~MIAMI-DADE~~

The foregoing instrument was acknowledged before me this 8th day of November, 2018, by Katherine Edwards, as President of Atkinson Trust. Personally Known NA or Produced Identification Drivers license
Type of Identification Produced Drivers license



[Signature]
Print or Stamp Name:
Notary Public, State of Maryland
Commission No.: N/A
My Commission Expires: 03-03-2020

ATTACHMENT "A"

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

**OFFICIAL
DOCUMENT**

RESOLUTION NO. 2018-095

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY ATKINSON TRUST, LLC TO AMEND THE COVENANT RUNNING WITH THE LAND RECORDED AT BOOK 16914 PAGE 0872 FOR PROPERTY GENERALLY LOCATED AT 1850 79TH STREET CAUSEWAY TO ALLOW REDEVELOPMENT OF THE PROPERTY FOR PARKING FOR GRANDVIEW PALACE AND ADDITIONAL USES AS PERMITTED BY THE VILLAGE LAND DEVELOPMENT REGULATIONS; PROVIDING AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER LEWIS VELKEN)*

WHEREAS, Atkinson Trust, LLC (the “Owner”) has submitted a request to amend the Covenant Running with the Land recorded in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the “Covenant”) for property generally located at 1850 79th Street Causeway (the “Property”); and

WHEREAS, on September 8, 1995, Owner’s predecessor in title recorded the Covenant subsequent to litigation; and

WHEREAS, the Covenant limits the use of the Property “Solely” for parking purposes for the benefit of North Bay Landing, now named “Grandview Palace”; and

WHEREAS, Owner desires to allow for use of the property for development in addition to providing the parking for Grandview Palace; and

WHEREAS, the Covenant is subject to modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, amendment of the Covenant does not alter the parking requirements for the Grandview Palace Condominium which must be met on the Property which was approved by the Village in the Stipulation approved by the Village in Resolution No. 92-39; and

WHEREAS, the “First Amendment To Covenant Running With The Land” attached hereto as Exhibit “A” (the “Amended Covenant”), revises the Covenant to delete the word “Solely” and allow for perpetual use of the Property for parking for Grandview Palace Condominium in addition to other uses which may permitted by the Village Land Development Regulations; and

WHEREAS, the Amended Covenant will preserve required parking while supporting redevelopment and Village goals for community revitalization.

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

Section 1. Recitals.

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

Section 2. Approval.

The “First Amendment To Covenant Running With The Land” for property located at 1850 79th Street Causeway, attached hereto and incorporated herein as Exhibit “A” is hereby approved.

Approval of this request does not constitute a development approval and does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Section 3. Effective Date.

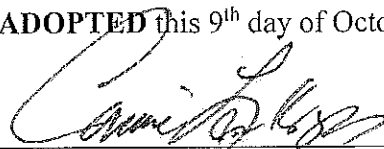
This Resolution shall become effective upon its adoption.

The foregoing Resolution was offered by Vice Mayor Andreana Jackson, who moved for its adoption. This motion was seconded by Commissioner Laura Cattabriga, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

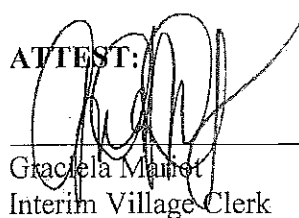
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Andreana Jackson	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Laura Cattabriga	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED and ADOPTED this 9th day of October 2018.



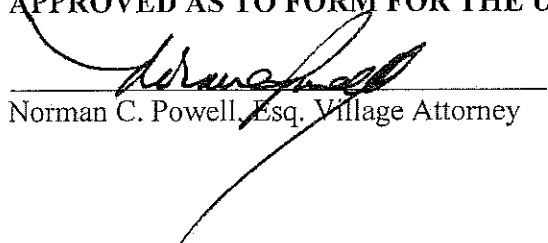
Connie Leon-Kreps, Mayor

ATTEST:



Graciela Mariot
Interim Village Clerk

APPROVED AS TO FORM FOR THE USE OF NORTH BAY VILLAGE:



Norman C. Powell, Esq. Village Attorney

EXHIBIT A
Proposed First Amendment to
COVENANT RUNNING WITH THE LAND

This instrument prepared by and
after recording, please return to:

Kathryn Mehaffey
Weiss Serota Helfman Cole & Bierman
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, FL 33301

Address 1850 79 Street Causeway
Folio: 23-3209-000-251
23-3209-000-253
23-3209-000-260

Reserved for Recording

FIRST AMENDMENT TO
COVENANT RUNNING WITH THE LAND

WHEREAS, The Atkinson Trust, LLC (the "Owner") is the owner of the following described real property (the "Property"), lying, being and situated in North Bay Village, Florida and legally described as:

SEE ATTACHMENT "A"

And generally located at 1850 79 Street Causeway, North Bay Village, Florida;
and

WHEREAS, on September 8, 1995, Owner's predecessor in title recorded a Covenant Running with the Land in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the "Covenant") pursuant to stipulation approved by Village Resolution No. 92-39; and

WHEREAS, the "Covenant" limits the use of the Property "Solely" for parking purposes for the benefit of North Bay Landing, now named "Grandview Palace"; and

WHEREAS, the Covenant is subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, Owner desires to allow for use of the property for development in addition to the parking for Grandview Palace; and

WHEREAS, Owner, with approval of the Village Commission of North Bay Village, Florida, as granted in Resolution No. _____, desires to amend the Covenant to provide for redevelopment of the property in conjunction with parking required by the Village for Grandview Palace.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

A. The above recitals are true and correct, and are hereby incorporated by reference.

B. The Covenant Running with the Land is hereby amended as follows:

Paragraph 1. Is hereby amended as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use solely for parking purposes for North Bay Landing (now known as "Grandview Palace") in addition to other uses which may be developed on the property as permitted by the Village Land Development Regulations.

C. The Covenant Running with the Land, as amended by this First Amendment, remains in full force and effect in accordance with the terms and conditions thereof. All other terms, covenants, stipulations and Resolutions not otherwise amended are hereby confirmed and ratified.

IN WITNESS WHEREOF, Owner has executed this Covenant this _____ of _____, 2018.

WITNESSES:

THE ATKINSON TRUST, LLC

Print Name: _____

By: _____
James Edwards

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of _____ . Personally Known _____ or Produced

Identification _____.

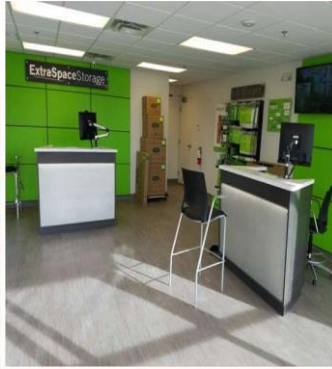
Type of Identification Produced _____

Print or Stamp Name:
Notary Public, State of _____
Commission No.: N/A
My Commission Expires:

ATTACHMENT "A"

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.



SHARED PARKING ANALYSIS

EXTRA SPACE STORAGE

North Bay Village, Florida

12/27/2018

Baranof Holdings
2305 Cedar Springs Road, Suite 200
Dallas, TX 75201



WALKER
CONSULTANTS

TABLE OF CONTENTS

EXECUTIVE SUMMARY	ii
Findings and Conclusions	ii
<i>1992 Stipulation Parking Allocation – 1,119 Spaces</i>	iii
SECTION 1-INTRODUCTION	
	1
SECTION 2-SHARED PARKING	
	4
Shared Parking Methodology	4
Shared Parking Analysis	6
Land Use Units: Building Program Description	6
Base Parking Ratios and Minimum Parking Requirements	7
Presence Factors	8
Driving Ratio Adjustment	9
Non-Captive Adjustment Ratio	10
Summary and Overall Recommendations	12
LIST OF EXHIBITS	
Exhibit 1: Grandview Palace Condominiums and – Proposed Extra Space Storage Development Land Use Quantities	1
Exhibit 2: Minimum Off-Street Parking Requirements – North Bay Village	2
Exhibit 3: Shared Parking Analysis List of Shared Parking Steps	5 6
Exhibit 4: Summary of Grandview Palace Condominium – Land Uses	7 7
Exhibit 5: Summary of Extra Space Storage Land Uses	7
Exhibit 6: Minimum Parking Requirements	8
Exhibit 7: Grandview Palace Non-Captive Ratio Summary Table	11
Exhibit 8: Extra Space Storage Non-Captive Ratio Summary Table	11
Exhibit 9: Grandview Palace Shared Parking Analysis – Typical Peak Weekday	12 12
Exhibit 10: Grandview Palace Shared Parking Analysis – Typical Peak Weekend	13 13
Exhibit 11: Extra Space Storage Shared Parking Analysis – Typical Peak Weekday	14 14
Exhibit 12: Extra Space Storage Shared Parking Analysis – Typical Peak Weekend	14 14



EXECUTIVE SUMMARY
FINDINGS AND CONCLUSIONS

- The preliminary development plans for the Extra Space Storage development include a proposed 40± space parking structure and 99± surface parking spaces for a total planned parking inventory of 139± parking spaces.
- A Grandview Palace legal stipulation dated December 28, 1992 required 1,119 parking spaces be available for the existing and approved for completion land uses. As of the date of the stipulation, the land uses included:
 - 506 two-bedroom apartment units
 - 670 sf of office space
 - 15,200 sf of retail space
 - Marina facility with 106 slips and 32 davits in an additional 13 slips, for a total of 119 slips
- A Walker site visit on Thursday, November 1, 2018 revealed the following land use changes to the original 1992 stipulation:

Summary of Grandview Palace Condominium Land Use

Land Use Type	1992 Stipulation	Current Unit/ Square Footage (sf)	Change (+/-)
Office	600-sf	5,239-sf	+4,569-sf
Retail/Shopping	15,200-sf	7,685-sf	-7,515-sf
Fine/Casual Dining (Includes Yacht Club)	0-sf	3,626-sf	+3,626-sf
Health Club	0-sf	4,444-sf	+4,444-sf
Specialty Grocery	0-sf	2,014-sf	+2,014-sf
Marina	119 Slips	117 Slips	-2 Slips
Residential Condo			
1-bedroom		15 units	+15 units
2-bedroom	506 units	479 units	-27 units
3-bedroom		12 units	+12 units

Source: Grandview Palace Condominium Association, Inc; Walker Consultants, 2018

- The proposed land use quantities for the Extra Space Storage development site are defined as follows:

Summary of Extra Space Storage Land Use

Land Use Type	Unit/Square Foot
Office	900-sf
Retail/Shopping	4,000-sf
Mini-Storage Warehouse	141,900-sf

Source: Baranof Holdings; Walker Consultants, 2018

- To remain current with North Bay Village parking code requirements, the following minimum base parking ratios have been used to calculate the typical peak demand for new uses, and any expansions of use, above the grandfathered uses identified in the 1992 Stipulation.

Minimum Off-Street Parking Requirements – North Bay Village

Residential Uses:	
Multi-family:	1.5 parking spaces for each efficiency unit
	2 parking spaces for 1- and 2-bedroom units
	3 parking spaces for 3-bedroom units
Residential Guest	10% of total required residential spaces
Commercial Uses:	
Fitness Center	1 parking space for every 200-sf (GFA)
Retail	1 parking space for every 200-sf (GFA)
Restaurant	1 parking space for every 75-sf (CSA)
Office	1 parking space for every 300-sf (GFA)
Marina	1 parking space for every boat slip or berth

Source: North Bay Village, Florida – Unified Land Development Code; Chapter 9 - Off-Street Parking Requirements

1992 STIPULATION PARKING ALLOCATIONS – 1,119 SPACES

Land Use Type	Allocation of 1992 Stipulation Spaces	Additional (or Reduced) Requirement Based on Change	Total (Unadjusted Demand) 1992 Stipulation adjusted for subsequent land use changes
Office	2 Spaces	+15 Spaces	17 Spaces
Retail/Shopping	76 Spaces	-37 Spaces	39 Spaces
Fine/Casual Dining (Includes Yacht Club)		+49 Spaces	49 Spaces
Health Club		+22 Spaces	22 Spaces
Specialty Grocery		+10 Spaces	10 Spaces
Marina	29 Spaces	0 Spaces	29 Spaces
Residential Condo			
1-bedroom			
2-bedroom	1,012 Spaces		
3-bedroom		+12 Spaces	1,024 Spaces
Total	1,119 Spaces		1,190 Spaces

Source: Walker Consultants 2018

- Based on the model for Grandview Palace Condominiums, projected typical peak hour demand is projected to occur on a weekday in February during the 7:00pm hour.

Grandview Palace Condominiums Shared Parking Analysis – Projected Typical Peak (Weekday)

Land Use	Weekday					Demand	Demand
	Unadj	Month Adj	Pk Hr Adj	Non Captive	Drive Ratio	February	February
	Demand	February	7:00 PM	Evening	Evening	7:00 PM	5:00 PM
Community Retail (<400 ksf)	39	100%	95%	85%	98%	31	33
Specialty Grocery	10	100%	27%	80%	98%	2	2
Fine/Casual Dining	49	100%	100%	80%	98%	38	29
Health Club	22	95%	90%	40%	98%	7	7
Residential Reserved - Condo	522	100%	100%	100%	95%	498	498
Residential Unreserved - Condo	502	100%	97%	100%	95%	464	407
Office Visitor <25,000sq ft	0	100%	2%	100%	98%	0	0
Employee	17	100%	10%	100%	85%	1	6
Marina	29	100%	25%	22%	98%	2	4
Subtotal Customer/Guest	149					80	71
Subtotal Employee/Resident	519					465	413
Subtotal Reserved Resident - Condo	522					498	498
Total Parking Spaces Required	1,190					1,043	986
					% reduction	12%	

Source: Walker Consultants 2018

Key Finding: When typical peak weekday parking projections for Grandview Palace Condominiums (1,043± spaces) are compared against the current inventory of 1,165± spaces, Walker’s analysis provides a parking surplus of 122± spaces.

- Walker assumes 100% occupancy for all land use quantities in this analysis. It is understood that an additional 50% to 70% vacancy rate reduction may apply to residential utilization as a factor of seasonal occupancy and expected turnover. It should be recognized that we have not factored the 50% to 70% reduction into our model result as our model is designed to represent the busiest hour of the year, busiest day of the year, and busiest month of the year, at an 85th percentile level relative to similar properties with reasonable means of transportation available to the site users.

- Based on the model for Extra Space Storage, projected typical peak hour demand is projected to occur on a weekday in February during the 11:00am hour.

Extra Space Storage Shared Parking Analysis – Projected Typical Peak (Weekday)

Land Use	Weekday						Demand	Demand
	Unadj Demand	Month Adj January	Pk Hr Adj 12:00 PM	Non Captive Daytime	Drive Ratio Daytime		January 12:00 PM	January 6:00 PM
Community Retail (<400 ksf)	12	95%	25%	100%	98%		3	3
Employee	3	95%	100%	100%	75%		2	2
Mini-Storage Warehouse	20	91%	55%	100%	98%		10	4
Employee	0	95%	100%	100%	75%		0	0
Office <25,000sq ft	0	100%	15%	100%	98%		0	0
Employee	3	100%	90%	100%	80%		2	1
Subtotal Customer/Guest	32						13	7
Subtotal Employee	6						4	3
Total Parking Spaces Required	38						17	10
					% reduction		55%	

Source: Walker Consultants 2018

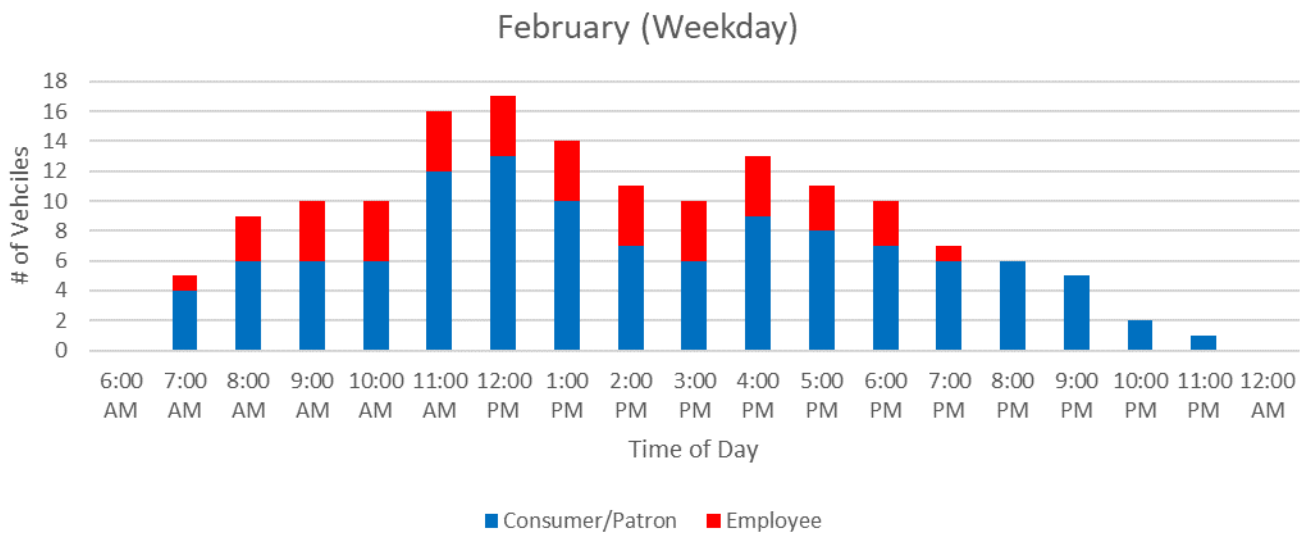
Key Finding: When typical peak weekday parking projections for Extra Space Storage (17± spaces) are compared against the planned inventory of 140± spaces, Walker’s analysis shows a parking surplus of 123± spaces. Overlaying projected weekday peak hour demand for Extra Space Storage on projected weekday peak hour demand for Grandview Palace Condominiums adds 7± additional spaces at the 7:00pm hour for a total projected need of 1,050± spaces.

- The following exhibits reflect time of day usage for the Extra Space Storage development on a weekday in February.

Extra Space Storage Estimated Peak Hour Demand by Time of Day (Weekday)

Extra Space Storage	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM
Consumer/Patron	0	4	6	6	6	12	13	10	7
Employee	0	1	3	4	4	4	4	4	4
	0	5	9	10	10	16	17	14	11

Extra Space Storage	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Consumer/Patron	6	9	8	7	6	6	5	2	1	0
Employee	4	4	3	3	1	0	0	0	0	0
	10	13	11	10	7	6	5	2	1	0



Source: Walker Consultants 2018

- During a site visit to the Grandview Palace property on Thursday, November 1st, Walker observed the following onsite parking occupancy levels, to include the use of the existing 183± parking spaces in the neighboring K-lot.

Grandview Palace Parking Inventory					
Location	Inventory	Nov. 1		Nov. 1	
		Observed 9:30am	Percent Occupied	Observed 1:30pm	Percent Occupied
Promenade (ADA and Time Limited)	11	5	45%	9	82%
Garage Main Building Tenant (Gated)	517	249	48%	145	28%
Garage North Building Retail (Non-gated)	81	40	49%	42	52%
Tenant (Gated)	306	98	32%	63	21%
South Lot (Permit)	67	30	45%	25	37%
Subtotal	982	422	43%	284	29%
K-Lot ¹ (Guest Permit)	183	35	19%	40	22%
Total	1165	457	39%	324	28%

¹Grandview Palace leases twelve (12) permitted spaces to neighboring property

Key Finding: Utilization levels captured at this time reflect resident and retail levels consistent with 50% in the main building and resident and tenant levels consistent with 30% in the north building. K lot utilization was observed at 13% to 15% when third-party lease spaces with the neighboring property were removed from utilization levels.



01 Introduction
Section

Baranoff Holdings (Client) is in the process of preparing a preliminary development plan for submittal to the City of North Bay Village, Florida. Located at 1850 79th Street Causeway in North Bay Village, Florida, the development plan is being designed to include the requirements outlined in the K-lot parking covenant from the neighboring Grandview Palace Condominiums (GVP) located at 7601 East Treasure Drive. At full build-out, the development plan will not only consider the Grandview Palace overflow parking needs, but also provide parking needs for the list of new land use elements (shown on right) in the following exhibit.

Exhibit 1: Grandview Palace Condominiums and Proposed Extra Space Storage Development Land Use Quantities



Source: Baranoff Holdings; Grandview Palace Condominium Association, Inc; and Walker Consultants 2018

To assist with the plan submittal, Baranoff Holdings is seeking the use of a shared parking analysis to help confirm the number of spaces that may be required to adequately serve the development and meet the covenant agreement of the Grandview Palace Condominium Association. This analysis consists of a review of the City's land development code requirements and the development of a shared parking analysis consistent with the City of North Bay Village's off-street parking requirements.

In accordance with Chapter 9 - General Site Design Standards; Division 2. – Off-Street Parking and Loading; Section 9-3. – Off-Street Parking Requirements; B. – *Plan required*; All proposed off-street parking facilities shall be subject to site plan review and approval. Whenever site plan review is otherwise required in conjunction with a specific use, that review shall satisfy the requirements of this section.¹

Site plans shall include the following:

- a. All off-street parking facilities shall be designed with consideration given to surrounding street patterns, adjacent properties, and other neighborhood improvements. Consideration shall be given to the number of vehicles to be accommodated, hours of operation, and types of uses served.
- b. All site plans shall show the location, size, dimensions, and design of:
 - (1) On-site buildings and structures.
 - (2) Parking spaces, loading spaces, driveways, and accessways.
 - (3) Directional markings, traffic-control devices, and signs.
 - (4) Walls, fences, pervious areas, berms, changes of grade, and planting materials.
 - (5) Number of parking spaces required, and number provided, amount of landscaping required, and amount of landscaping provided.
 - (6) Any other related information that may be reasonably required by the Village.
- c. When off-street parking facilities are located within an enclosed structure or upon the roof of a building, the site plan shall also include interior circulation patterns, slope of ramps, and location of interior structural columns.

Walker’s review of the City’s minimum number of off-street parking spaces required has revealed the following list of relevant uses and their parking requirements.

Exhibit 2: Minimum Off-Street Parking Requirements – North Bay Village

Residential Uses:	
Multi-family:	1.5 parking spaces for each efficiency unit
	2 parking spaces for 1- and 2-bedroom units
	3 parking spaces for 3-bedroom units
Residential Guest	10% of total required residential spaces
Commercial Uses:	
Fitness Center	1 parking space for every 200-sf (GFA)
Retail	1 parking space for every 200-sf (GFA)
Restaurant	1 parking space for every 75-sf (CSA)
Office	1 parking space for every 300-sf (GFA)
Marina	1 parking space for every boat slip or berth

Source: North Bay Village, Florida – Unified Land Development Code; Chapter 9 - Off-Street Parking Requirements

¹ City of North Bay Village Unified Land Development Code

In accordance with Chapter 9 - General Site Design Standards; Division 2. – Off-Street Parking and Loading; Section 9-3. – Off-Street Parking Requirements; D. – *Exceptions to parking requirements*;² Walker recognizes the following exceptions:

1. Off-site parking areas adjacent to or within a reasonable distance (the reasonableness of the distance to be determined by the Village Commission) from the premises on which parking areas are required by the parking regulations of this subchapter, where practical difficulties or unnecessary hardships are encountered in locating such parking area on the premises and where the purpose of these regulations to relieve congestion in the streets would be best served by permitting such parking off the premises.
2. Waiver or reduction of parking requirements: To waive or reduce the parking and loading requirements in any district whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities.

As defined by this section of the code, the Village Commission has the authority to waive or reduce parking requirements based upon the character or use of the building or property.

² City of North Bay Village Unified Land Development Code



02 Shared Parking Section

SHARED PARKING**SHARED PARKING METHODOLOGY**

Shared parking methodology was developed in the 1980s and has been a widely-accepted industry standard for rightsizing parking facilities over the past 30+ years. Adopted by cities throughout the U.S., and codified in zoning ordinances as an acceptable practice, shared parking is endorsed by the Urban Land Institute (ULI), the American Planning Association (APA), the National Parking Association (NPA), and International Council of Shopping Centers (ICSC), as an acceptable method of parking planning and management.

Shared parking allows for the sharing of parking spaces among uses in a mixed-use environment—in lieu of providing a minimum number of parking spaces for each individual use. Shared parking commonly results in a reduction of required parking spaces. This reduction, which is sometimes significant, depends on the quantities and mix of uses and local code requirements.

Shared Parking is defined as the ability to use the same parking resource by multiple nearby or adjacent land uses without encroachment. Shared parking takes into account the parking demand for more than 45 different land uses; the availability and use of alternative modes of transportation; captive market effects³; and daily, hourly, and seasonal variations. In the case of the Grand Palace Condominiums and the Extra Space Storage development, a shared parking analysis recognizes the interrelationship of parking among primary uses and on-site, accessory uses such as retail, office and restaurant activity. A shared parking model generates 456 parking demand computations as follows:

- 19 hours during a day, beginning at 6 a.m. and concluding at midnight
- 2 days per week, a weekday and a weekend day
- 12 months of the year
- $19 \times 2 \times 12 = 456$ different calculations

The recommended parking capacity is derived based on the highest figure generated from these 456 computations. Therefore, the intent is to design for the busiest hour of the year, busiest day of the year, and busiest month of the year, at an 85th percentile level relative to similar properties.

A shared parking analysis begins first by taking the land use quantities of each site, e.g., retail square footage, and multiplying by a base parking demand ratio and monthly and hourly adjustment factors. All base ratios and hourly and monthly adjustments are industry standards that are based on thousands of parking occupancy studies, vetted by leading parking consultants and real estate professionals, and documented within the Second Edition of ULI/ICSC's *Shared Parking*.

³Recognition of a user group already on site for another primary purpose and not generating incremental parking demand for an accessory use. For example, a sandwich shop located in a residential tower generates very little, if any, outside parking demand. Since the parking demand for the Grandview Palace residents has already been accounted for, to avoid double counting, a non-captive adjustment factor is applied to the parking demand calculation for the sandwich shop. In this extreme example, the non-captive ratio may be 0 percent.

Walker, as the analyst for this study and in accordance with standard shared-parking methodology, applies two additional adjustments to the base parking demand ratios, one to reflect an estimate of the local transportation modal split (called the driving ratio) and another to account for the best estimate of captive market effects⁴ (called the non-captive ratio). These will all be described in more detail in the sections to follow.

The following graphic provides an illustrative view of the steps involved in the shared parking analysis. This graphic is used within this document to help the reader understand the shared parking process and to also assist in communicating the step of the analysis that is being described within this report. The Shared Parking Analysis section of this report follows this graphic in consecutive order, moving from left to right, and in subsequent report sections, the gray highlighted section of the graphic (note: all sections are highlighted in Exhibit 3) designates the step that is being described.

Exhibit 3: Shared Parking Analysis

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non- Captive Ratio	=	TOTAL
--	---	---	---	-------------------	---	------------------	---	------------------	---	--------------------------	---	-------

Source: Walker Consultants 2018

For most land uses, shared parking is based on the 85th percentile of peak-hour observations, a standard espoused by the ITE, the NPA’s Parking Consultants Council, and renowned parking planners. This 85th percentile is a significant and high threshold to meet in terms of supplying parking capacity in that it provides a parking supply that will not be needed by a majority of developments. The 85th percentile recommendation is informed by field data counts in the fourth edition of ITE’s *Parking Generation4* and this threshold represents the 85th percentile of peak-hour observations supplied during the study.

The key goal of a shared parking analysis is to find the balance between providing adequate parking to support a development from a commercial and operational standpoint and protect the interests of neighboring property owners, while minimizing the negative aspects of excessive land area or resources devoted to parking. The ultimate goal of a shared parking analysis is to find a peak period, reasonably predictable worst-case scenario, or design day condition.

Allowing multiple land uses and entities to share parking spaces has allowed for and led to the creation of many popular real estate developments and districts, resulting in the combination of office, residential, retail, hotel, and entertainment districts that rely heavily on shared parking for economic viability while providing parking accommodations to meet the actual demand generated by the development. Traditional downtowns in large and small cities alike have depended on the practice in order to be compact, walkable and economically viable. In the same way, mixed-use projects have also benefited from the shared-parking principle, which offers multiple benefits to a community, not the least of which is a lesser environmental impact due to the reduction in required parking needed to serve commercial developments, as well as the ability to create a more desirable mix of uses at one location, all the while ensuring that parking supply is designed for the busiest hour of the year, busiest day of the year, and busiest month of the year, at an 85th percentile relative to similar properties.

⁴Captive market means attendees who are on-site for more than one reason and are not creating additive parking demand.

SHARED PARKING ANALYSIS

In accordance with accepted shared-use methodology, this section of the report documents the steps taken to appropriately determine a recommended parking capacity for each of the sites. Base parking generation ratios, representing weekday and weekend conditions, are taken verbatim from the Second Edition of ULI/ICSC’s *Shared Parking* and multiplied by each site’s land use quantities, yielding a product which is then adjusted by multiplying by hourly and monthly factors for each of the development’s respective land uses. These are called “presence factors”. Two final adjustments are made to the standard or base parking generation ratios. One adjustment discounts the demand to account for local transportation modal split characteristics, recognizing that not everyone drives an automobile for every trip, and a second adjustment is made to avoid double counting attendees who are on-site for more than one reason and are therefore not creating additive parking demand. These last two calculations are referred to as the “driving ratio” and “non-captive” adjustments. The balance of this section of the report documents the math that underlies this analysis, following the steps listed below.

<i>List of Shared Parking Steps</i>	<i>Page</i>
Step 1: Identification and Quantification of Project Land Use Components	6
Step 2: Application of Standard or Base Parking Generation Ratios.....	6
Step 3: Application of Presence Factors	7
Step 4: Application of Driving Ratio.....	8
Step 5: Application of Non-Captive Ratio	8

LAND USE UNITS: BUILDING PROGRAM DESCRIPTION

The following exhibits document the proposed land uses associated with each of the project sites. Office building and residential amenities that will not generate additive parking demand have been excluded from the parking calculations and typically include the common areas in and around each building. These uses are typically defined as employee and guest amenities and, in this context, would not be expected to generate any outside demand for parking.

Step 1: Identification and Quantification of Project Land Use Components

Land Use Units (Number of rooms, square footage, etc.)	x	Standard or Base Parking Generation Ratio	x	Monthly Factor	x	Hourly Factor	x	Driving Ratio	x	Non- Captive Ratio	=	TOTAL
---	---	--	---	-------------------	---	------------------	---	------------------	---	-----------------------	---	-------

Source: Walker Consultants 2018

Exhibit 4: Summary of Grandview Palace Condominium Land Uses

Land Use Type	1992 Stipulation	Current Unit/ Square Footage (sf)	Change (+/-)
Office	600-sf	5,239-sf	+4,569-sf
Retail/Shopping	15,200-sf	7,685-sf	-7,515-sf
Fine/Casual Dining (Includes Yacht Club)	0-sf	3,626-sf	+3,626-sf
Health Club	0-sf	4,444-sf	+4,444-sf
Specialty Grocery	0-sf	2,014-sf	+2,014-sf
Marina	119 Slips	117 Slips	-2 Slips
Residential Condo			
1-bedroom		15 units	+15 units
2-bedroom	506 units	479 units	-27 units
3-bedroom		12 units	+12 units

Source: Grandview Palace Condominium Association, Inc; Walker Consultants, 2018

Exhibit 5: Summary of Extra Space Storage Land Uses

Land Use Type	Unit/Square Foot
Office	900-sf
Retail/Shopping	4,000-sf
Mini-Storage Warehouse	141,900-sf

Source: Baranof Holdings; Walker Consultants, 2018

BASE PARKING RATIOS AND MINIMUM PARKING REQUIREMENTS

Simply put, the base parking ratios, or the minimum off-street parking requirements, represent how many spaces should be supplied to each use if the spaces are unshared, and the project is located in a context where the driving ratio is at or near 100 percent. The following exhibit documents the minimum parking requirements employed by North Bay Village.

Step 2: Application of Standard or Base Parking Generation Ratios

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non-Captive Ratio	=	TOTAL
---	---	---	---	----------------	---	---------------	---	---------------	---	-------------------	---	-------

Source: Walker Consultants 2018

Exhibit 6: Minimum Parking Requirements

Residential Uses:	
Multi-family:	1.5 parking spaces for each efficiency unit 2 parking spaces for 1- and 2-bedroom units 3 parking spaces for 3-bedroom units
Residential Guest	10% of total required residential spaces
Commercial Uses:	
Fitness Center	1 parking space for every 200-sf (GFA)
Retail	1 parking space for every 200-sf (GFA)
Restaurant	1 parking space for every 75-sf (CSA)
Office	1 parking space for every 300-sf (GFA)
Marina	1 parking space for every boat slip or berth

Source: Shared Parking, Second Edition, Urban Land Institute and International Council of Shopping Centers, 2005; ITE Parking Generation 4th Edition, 2010.

PRESENCE FACTORS

After each site's land uses have been quantified and standard or base parking generation ratios have been applied to these land use quantities, adjustments are made to account for parking demand variability by hour of day and month of year. This is referred to as a "presence" adjustment.

Step 3: Application of Presence Factors

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non-Captive Ratio	=	TOTAL
---	---	---	---	----------------	---	---------------	---	---------------	---	-------------------	---	-------

Source: Walker Consultants 2018

Presence is expressed as a percentage of peak potential demand modified for both time of day and month of the year. The fact that parking demand for each component may peak at different times generally means that fewer

parking spaces are needed for the project than would be required if each component were a freestanding development.

DRIVING RATIO ADJUSTMENT

A driving ratio adjustment is the percentage of patrons, employees, and residents that are projected to drive to the site in a personal vehicle, expressed as a ratio. This excludes all non-driving modes of transportation including shuttle bus, taxi, ride-hailing (Lyft/Uber), walking, and carpooling passengers. Driving-ratio adjustments were made to the base ratios based on U.S. Census data (American Community Survey).

Step 4: Application of Driving Ratio

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non- Captive Ratio	=	TOTAL
---	---	---	---	-------------------	---	------------------	---	------------------	---	-----------------------	---	-------

Source: Walker Consultants 2018

The employee driving ratios were derived from the 2016 Five-Year American Community Survey data set found through the American Association of State Highway and Transportation Officials (AASHTO) and Census Transportation Planning Products (CTPP). The Census data concluded that North Bay Village, Florida has an 80.20 percent commuter drive ratio and therefore, we have modeled the drive ratio for employees at 80.20 percent. We recognize in doing so, that in this type of development, some employees will bike to work, some will carpool, and some will take local transit to the nearest drop off/ pick up spot and then walk to the site.

When combined with the Census data for residents (95 percent) and consumers (98 percent), we've modeled the comprehensive driving ratio for employees, residents and consumers at 91 percent, allowing for a nine (9) percent means of transportation reduction for the Grandview Palace Condominiums and the Extra Space Storage development site.

NON-CAPTIVE ADJUSTMENT RATIO

A shared parking analysis recognizes that people often visit two or more land uses housed within the same development site, without increasing their on-site parking use. For example, an office employee who dines at the restaurant and arrived by automobile creates parking demand for one, not two parking spaces. A non-captive ratio allows for an adjustment to the shared parking analysis by taking into account the portion of on-site visitors who are already accounted for as office employee parking demand and are therefore not creating additional parking demand. In this example, the restaurant demand is captive to the office employee demand and therefore care must be taken in the shared parking analysis to avoid double counting. This double counting is avoided by applying what is referred to as a “non-captive ratio.”

Non-captive ratios can vary from one property to the next and from one function to the next within the same property. Typically, a reduction ranging from 20 to 50 percent has been used by parking and transportation professionals to fine tune the parking requirements for mixed-use accessory uses such as restaurants and retail shops. The non-captive ratios included herein are intended to be reasonable and appropriate adjustments.

Step 5: Application of Non-Captive Ratio

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non- Captive Ratio	=	TOTAL
---	---	--	---	-------------------	---	------------------	---	------------------	---	-----------------------	---	-------

Source: Walker Consultants 2018

Since the Extra Spaces Storage patrons are modeled as the primary demand generator for the storage facility site, a 100 percent non-captive rate was applied for storage patrons and storage employees. This means that 100 percent of storage patrons are arriving on site with the intention of visiting a storage unit. Additionally, Grandview Palace resident parking across all uses was kept at a 100 percent non-captive ratio because they would be arriving on site with the intention of occupying a residential unit. For accessory uses, including retail, dining, and health club, adjustments were applied. A summary of the non-captive ratios is shown in the following exhibit.

Exhibit 7: Grandview Palace Non-Captive Ratio Summary Table⁵

Land Use	Notes	Quantity	Non Captive Ratio			
			Weekday		Weekend	
			Daytime	Evening	Daytime	Evening
Community Retail (<400 ksf)		7,685 GLA	90%	85%	90%	78%
Employee			100%	100%	47%	0%
Specialty Grocery		2,014 GLA	85%	80%	85%	73%
Employee			83%	83%	83%	83%
Fine/Casual Dining		3,626 GLA	80%	80%	66%	79%
Employee			83%	83%	83%	83%
Health Club		4,444 GLA	40%	40%	40%	40%
Employee			83%	83%	83%	83%
Residential Guest		units	100%	100%	100%	100%
Residential	Condo	51% Reserved	100%	100%	100%	100%
1 bedroom		units	100%	100%	100%	100%
2 bedroom		506 units	100%	100%	100%	100%
≥3 bedroom		units	100%	100%	100%	100%
Office Visitor <25,000sq ft		5,239 GFA	100%	100%	100%	100%
Employee			85%	100%	100%	100%
Marina		117 slips	22%	22%	22%	22%
Employee			100%	100%	100%	100%

Source: Walker Consultants 2018

Exhibit 8: Extra Space Storage Non-Captive Ratio Summary Table

Land Use	Quantity	Non Captive Ratio			
		Weekday		Weekend	
		Daytime	Evening	Daytime	Evening
Community Retail (<400 ksf)	4,000 GLA	100%	100%	99%	100%
Employee		100%	100%	100%	100%
Mini-Storage Warehouse	141,900 GLA	100%	100%	100%	100%
Employee		100%	100%	100%	100%
Office <25,000sq ft	900 GFA	100%	100%	100%	100%
Employee		100%	100%	100%	100%

Source: Walker Consultants 2018

⁵ Use of the onsite health club is estimated at 60% resident use, projecting a 40% non-captive ratio.

SUMMARY AND OVERALL RECOMMENDATIONS

GRANDVIEW PALACE CONDOMINIUM

Walker's model evaluates the projected parking demand from 6:00am to midnight⁶ for each month of the year for a weekday and weekend. Based on the model for Grandview Palace Condominium, typical weekday peak hour demand is projected to occur in February during the 7:00pm hour and the typical weekend peak hour demand is projected to occur in March during the 8:00pm hour. The following exhibits provide a summary of Walker's typical weekday and weekend peak hour parking projections for the existing Grandview Palace Condominium.

Exhibit 9: Grandview Palace Shared Parking Analysis – Projected Typical Peak Demand (Weekday)

Land Use	Weekday						Demand	Demand
	Unadj	Month Adj	PK Hr Adj	Non Captive	Drive Ratio	February	February	
	Demand	February	7:00 PM	Evening	Evening	7:00 PM	5:00 PM	
Community Retail (<400 ksf)	39	100%	95%	85%	98%	31	33	
Specialty Grocery	10	100%	27%	80%	98%	2	2	
Fine/Casual Dining	49	100%	100%	80%	98%	38	29	
Health Club	22	95%	90%	40%	98%	7	7	
Residential Reserved - Condo	522	100%	100%	100%	95%	498	498	
Residential Unreserved - Condo	502	100%	97%	100%	95%	464	407	
Office Visitor <25,000sq ft	0	100%	2%	100%	98%	0	0	
Employee	17	100%	10%	100%	85%	1	6	
Marina	29	100%	25%	22%	98%	2	4	
Subtotal Customer/Guest	149					80	71	
Subtotal Employee/Resident	519					465	413	
Subtotal Reserved Resident - Condo	522					498	498	
Total Parking Spaces Required	1,190					1,043	986	
					% reduction	12%		

Source: Walker Consultants 2018

Walker assumes 100% occupancy for all land use quantities in this analysis. It is understood that an additional 50% to 70% vacancy rate reduction may apply to residential utilization as a factor of seasonal occupancy and expected turnover. It should be recognized that we have not factored the 50% to 70% reduction into our model result as our model is designed to represent the busiest hour of the year, busiest day of the year, and busiest month of the year, at an 85th percentile level relative to similar properties with limited means of transportation available to the site users.

When typical peak weekday parking projections (1,043± spaces) are compared against the current inventory of 1,165± spaces, Walker's analysis shows a parking surplus of 122± spaces.

⁶ For this analysis, daytime hours are from 6:00am to 6:00pm and evening hours are from 6:00pm to midnight.

Exhibit 10: Grandview Palace Shared Parking Analysis – Projected Typical Peak Demand (Weekend)

Land Use	Weekend					Demand	Demand
	Unadj Demand	Month Adj Mar	Pk Hr Adj 8:00 PM	Non Captive Evening	Drive Ratio Evening	Mar 8:00 PM	February 5:00 PM
Community Retail (<400 ksf)	39	100%	65%	78%	98%	19	31
Specialty Grocery	10	100%	25%	73%	98%	2	2
Fine/Casual Dining	49	100%	100%	79%	98%	38	19
Health Club	22	85%	30%	40%	98%	2	8
Residential Reserved - Condo	522	100%	100%	100%	95%	498	498
Residential Unreserved - Condo	502	100%	98%	100%	95%	469	407
Office Visitor <25,000sq ft	0	100%	0%	100%	98%	0	0
Employee	17	100%	0%	100%	90%	0	1
Marina	29	100%	5%	22%	98%	0	4
Subtotal Customer/Guest	149					61	64
Subtotal Employee/Resident	519					469	408
Subtotal Reserved Resident - Condo	522					498	498
Total Parking Spaces Required	1,190					1,028	970
					% reduction	14%	

Source: Walker Consultants 2018

When typical peak weekend parking projections (1,028± spaces) are compared against the current inventory of 1,165± spaces, Walker's analysis shows a parking surplus of 137± spaces.

EXTRA SPACE STORAGE DEVELOPMENT SITE

Based on the model for Extra Space Storage, typical weekday peak hour demand is projected to occur in January during the noon hour and the typical weekend peak hour demand is also projected to occur in January during the same noon hour. The following exhibits provide a summary of Walker's typical weekday and weekend peak hour parking projections for the existing Extra Space Storage development site.

Exhibit 11: Extra Space Storage Shared Parking Analysis – Projected Typical Peak Demand (Weekday)

Land Use	Weekday					Demand	Demand
	Unadj Demand	Month Adj January	Pk Hr Adj 12:00 PM	Non Captive Daytime	Drive Ratio Daytime	January 12:00 PM	January 6:00 PM
Community Retail (<400 ksf)	12	95%	25%	100%	98%	3	3
Employee	3	95%	100%	100%	75%	2	2
Mini-Storage Warehouse	20	91%	55%	100%	98%	10	4
Employee	0	95%	100%	100%	75%	0	0
Office <25,000sq ft	0	100%	15%	100%	98%	0	0
Employee	3	100%	90%	100%	80%	2	1
Subtotal Customer/Guest	32					13	7
Subtotal Employee	6					4	3
Total Parking Spaces Required	38					17	10
					% reduction	55%	

Source: Walker Consultants 2018

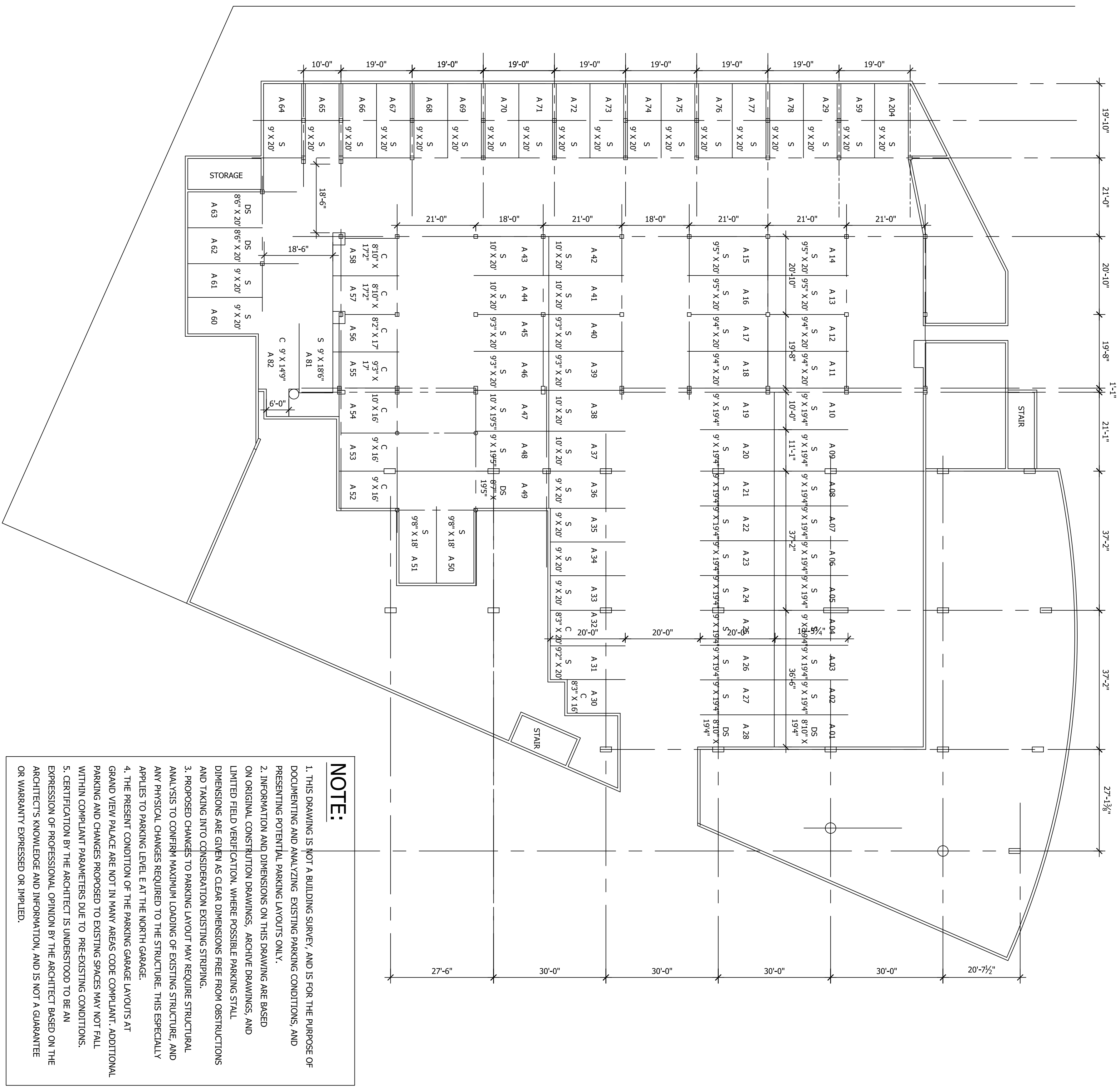
When typical peak weekday parking projections (17± spaces) are compared against the planned inventory of 140± spaces, Walker’s analysis shows a parking surplus of 123± spaces.

Exhibit 12: Extra Space Storage Shared Parking Analysis – Projected Typical Peak Demand (Weekend)

Land Use	Weekend					Demand	Demand
	Unadj Demand	Month Adj February	Pk Hr Adj 12:00 PM	Non Captive Daytime	Drive Ratio Daytime	February 12:00 PM	January 6:00 PM
Community Retail (<400 ksf)	13	100%	25%	99%	98%	3	3
Employee	3	100%	100%	100%	80%	2	2
Mini-Storage Warehouse	16	100%	55%	100%	98%	9	3
Employee	0	100%	100%	100%	80%	0	0
Office <25,000sq ft	0	100%	90%	100%	98%	0	0
Employee	0	100%	90%	100%	85%	0	0
Subtotal Customer/Guest	29					12	6
Subtotal Employee	3					2	2
Total Parking Spaces Required	32					14	8
					% reduction	56%	

Source: Walker Consultants 2018

When typical peak weekend parking projections (14± spaces) are compared against the current inventory of 140± spaces, Walker’s analysis shows a parking surplus of 126± spaces.



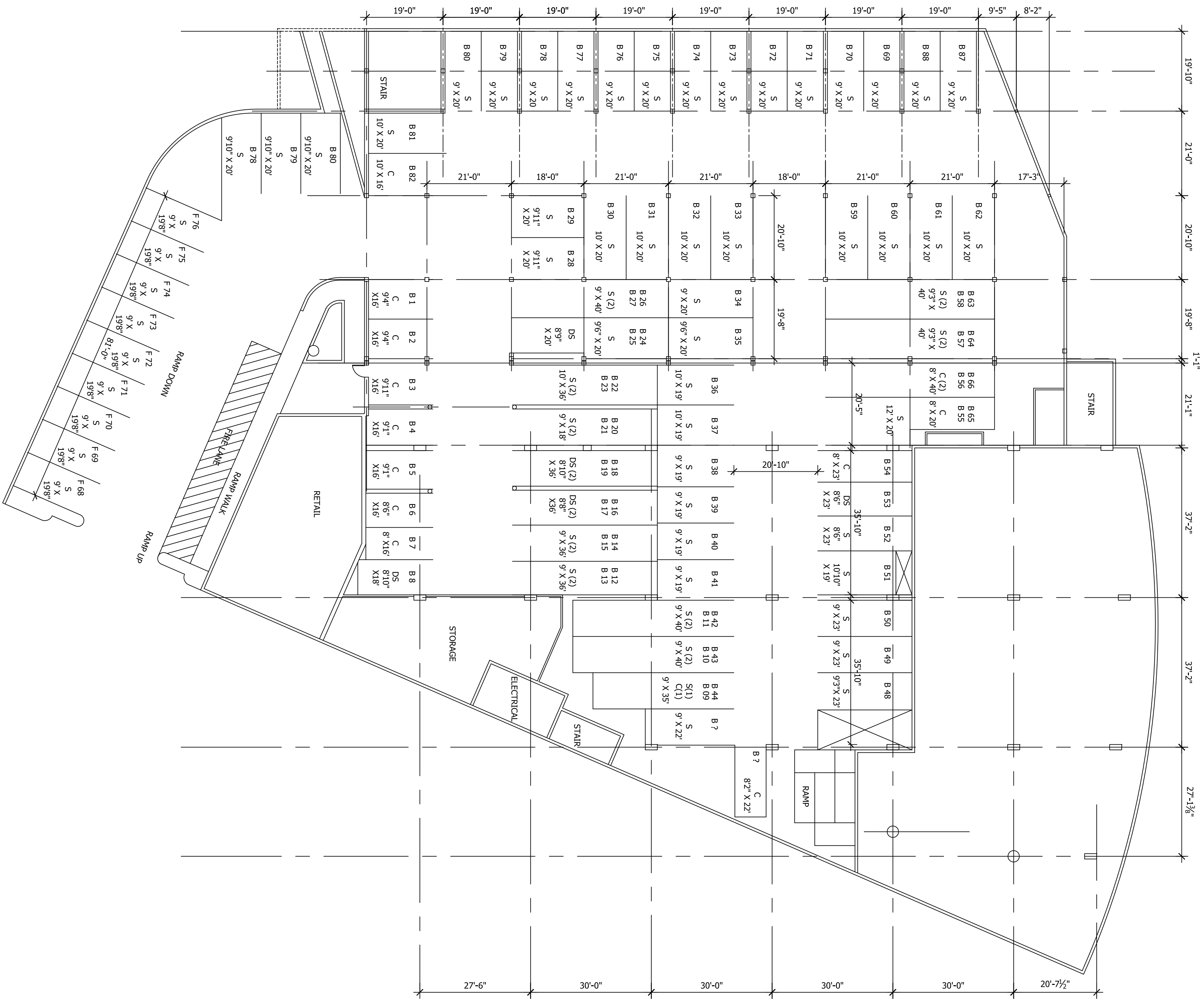
NOTE:

1. THIS DRAWING IS NOT A BUILDING SURVEY, AND IS FOR THE PURPOSE OF DOCUMENTING AND ANALYZING EXISTING PARKING CONDITIONS, AND REPRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION. WHERE POSSIBLE PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TAKING INTO CONSIDERATION EXISTING STRIPS.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO DETERMINE MAXIMUM LOADING OF EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL A IN THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS COME COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FALL WITHIN COMPLIANT PARAMETERS DUE TO PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION, AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.

NORTH GARAGE LEVEL A (Ground)

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

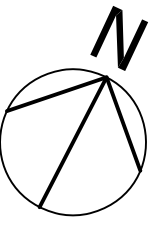
PARKING SPACES LEVEL A:
 66 - S (Standard 9' x 18')
 5 - DS (Duke County Standard 8.5' x 18')
 10 - C (Compact 8' x 18')
 81 TOTAL CAR PARKING SPACES

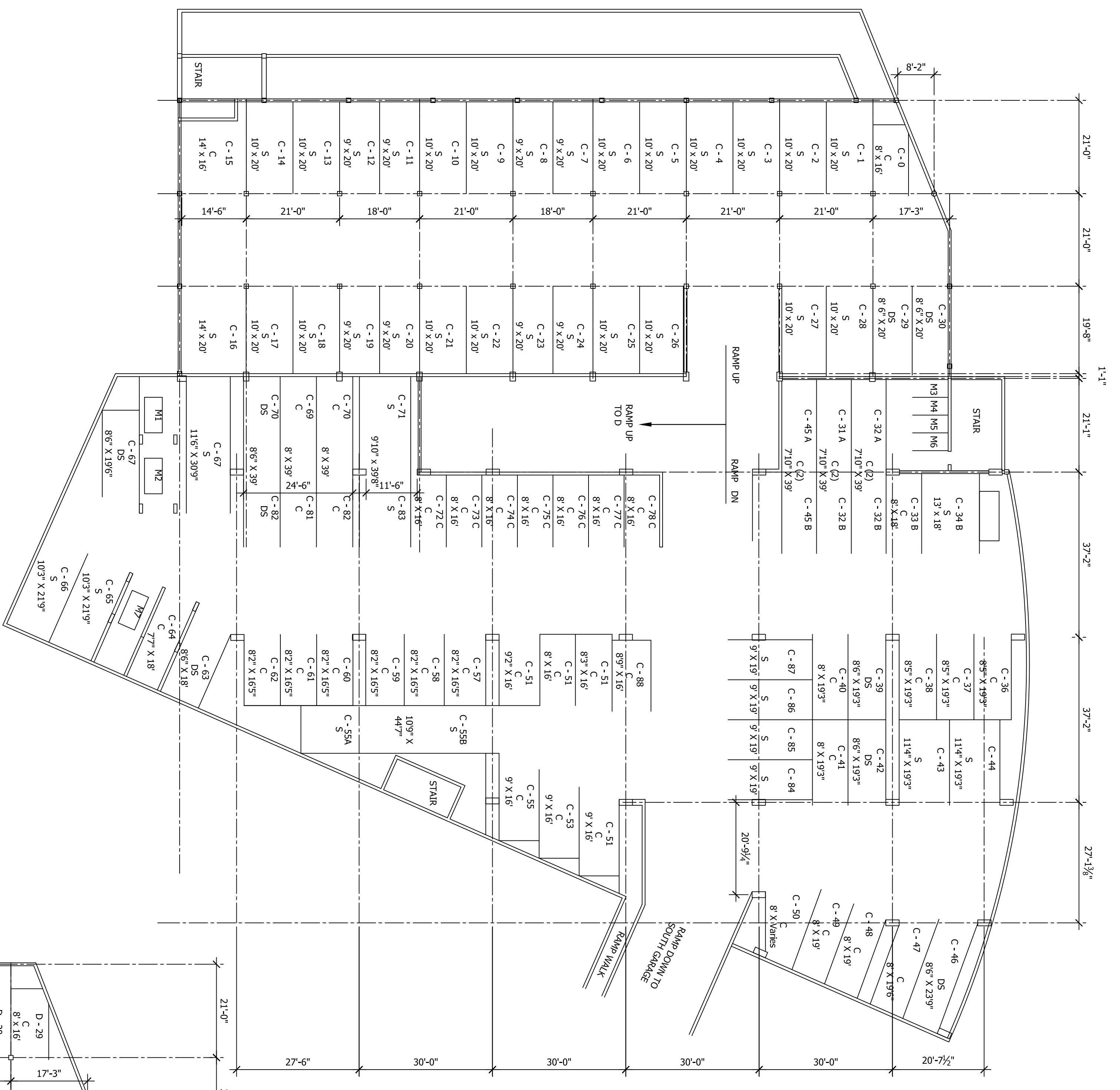


NORTH GARAGE LEVEL B & Ramp

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

PARKING SPACES LEVEL B & RAMP:
 72 - S (Standard 9' x 18')
 7 - DS (Duke County Standard 8.5' x 18')
 14 - C (Compact 8' x 18')
 93 TOTAL CAR PARKING SPACES

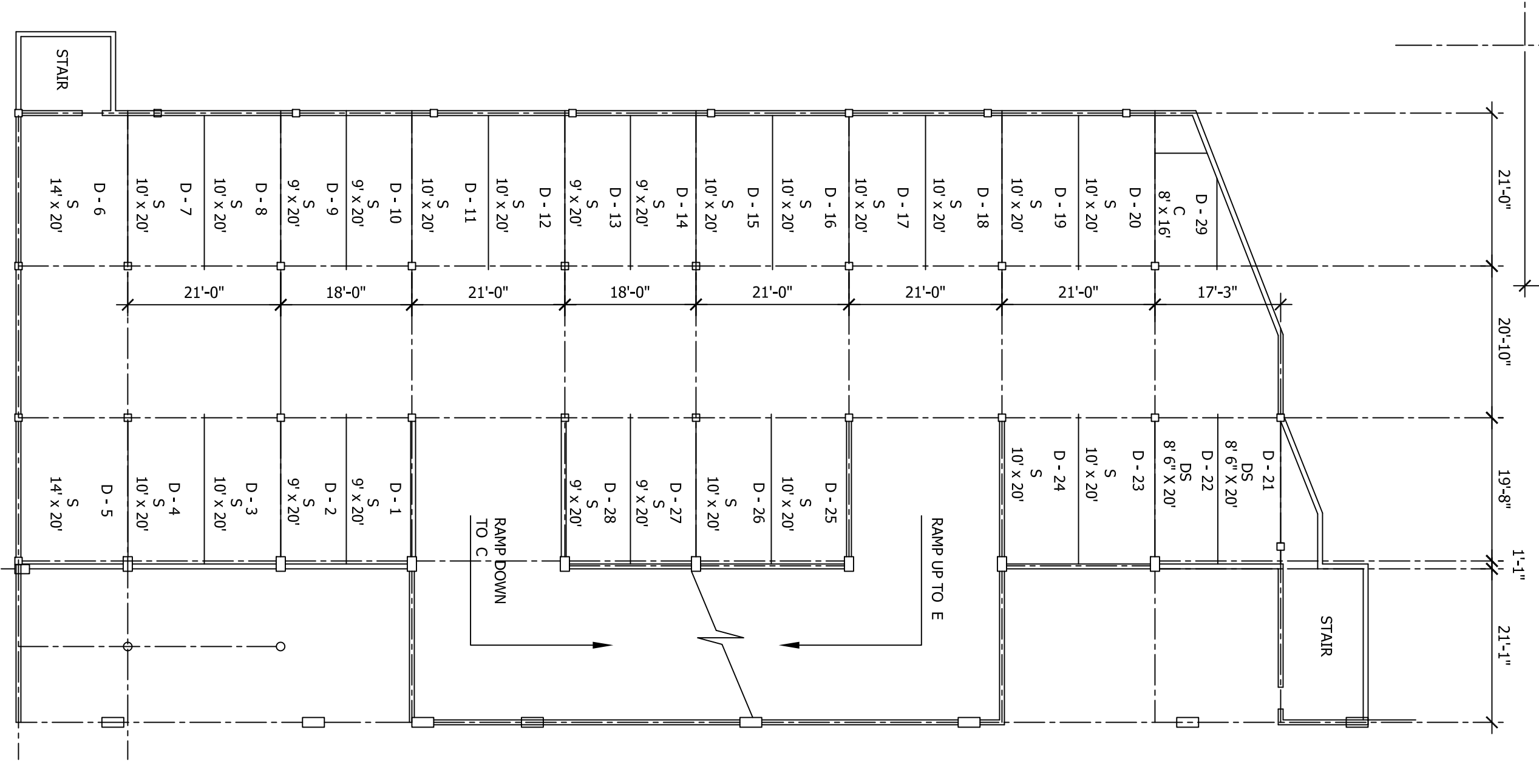
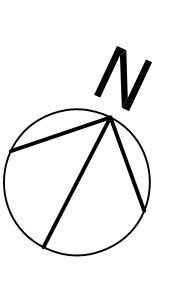




NORTH GARAGE LEVEL C

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

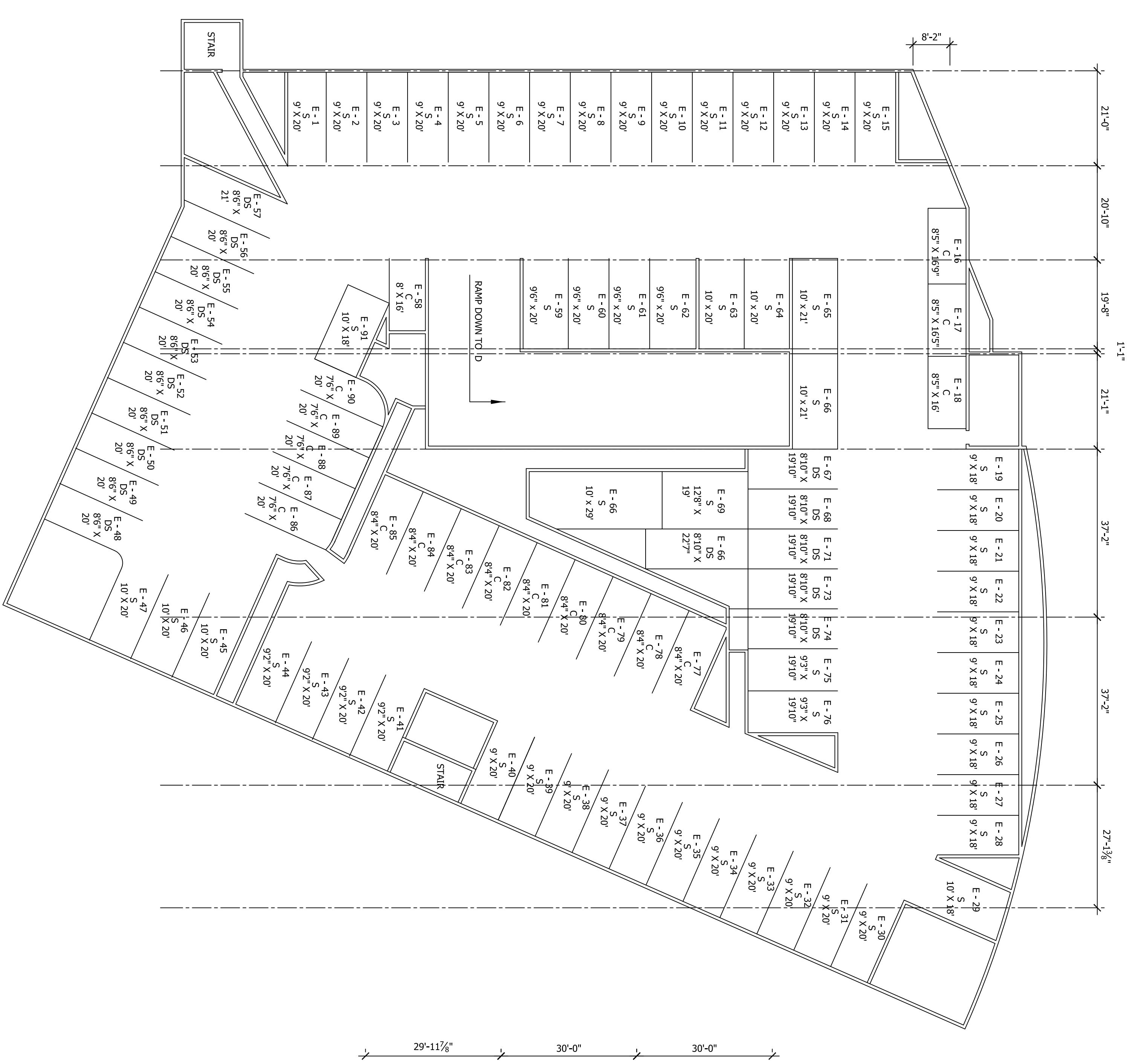
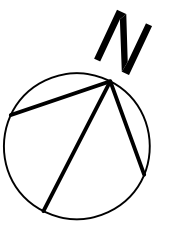
- PARKING SPACES LEVEL C:
- 41 - S (Standard 9' x 18')
 - 9 - DS (Double County Standard 8.5' x 18')
 - 43 - C (Compact 8' x 16')
 - 93 TOTAL CAR PARKING SPACES
 - 7 - M (Motorcycle spaces 4' x 8')



NORTH GARAGE LEVEL D

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

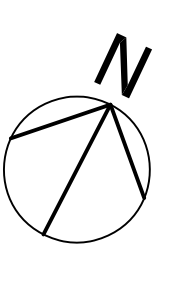
- PARKING SPACES LEVEL D:
- 2 - DS (Double County Standard 8.5' x 18')
 - 1 - C (Compact 8' x 16')
 - 20 TOTAL CAR PARKING SPACES



NORTH GARAGE LEVEL E

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

- PARKING SPACES LEVEL E:
- 57 - S (Standard 9' x 18')
 - 16 - DS (Double County Standard 8.5' x 18')
 - 18 - C (Compact 8' x 16')
 - 91 TOTAL CAR PARKING SPACES

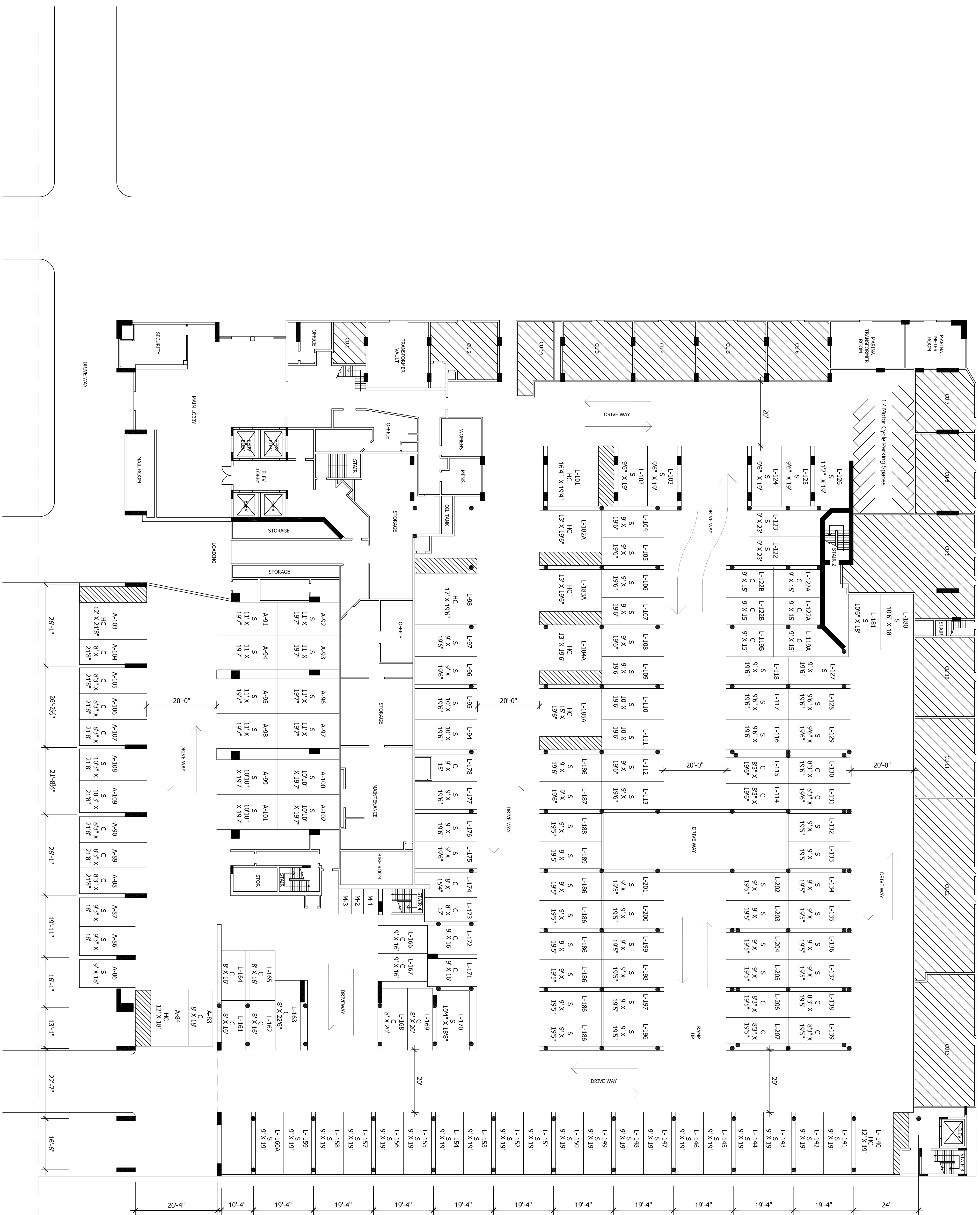


NOTE:

1. THIS DRAWING IS NOT A BUILDING SURVEY, AND IS FOR THE PURPOSE OF DOCUMENTING AND ANALYZING EXISTING PARKING CONDITIONS, AND PRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION, WHERE POSSIBLE. PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TAKING INTO CONSIDERATION EXISTING STRIPING.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO DETERMINE MAXIMUM LOADING OF EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL E AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FALL WITHIN COMPLIANT PARAMETERS DUE TO PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION, AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.

GRAND VIEW PALACE - EXISTING PARKING LAYOUT

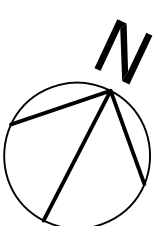
7601 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA



MAIN GARAGE 'L' PARKING LEVEL PLAN

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

PARKING SPACES LABEL L:
 96' - S (Standard 9' X 18')
 9' - HC (12' X 18' + Access Aisle)
 36' - C (Compact 8' X 15')
 141 TOTAL CAR PARKING SPACES
 20 - M (Motorcycle spaces)

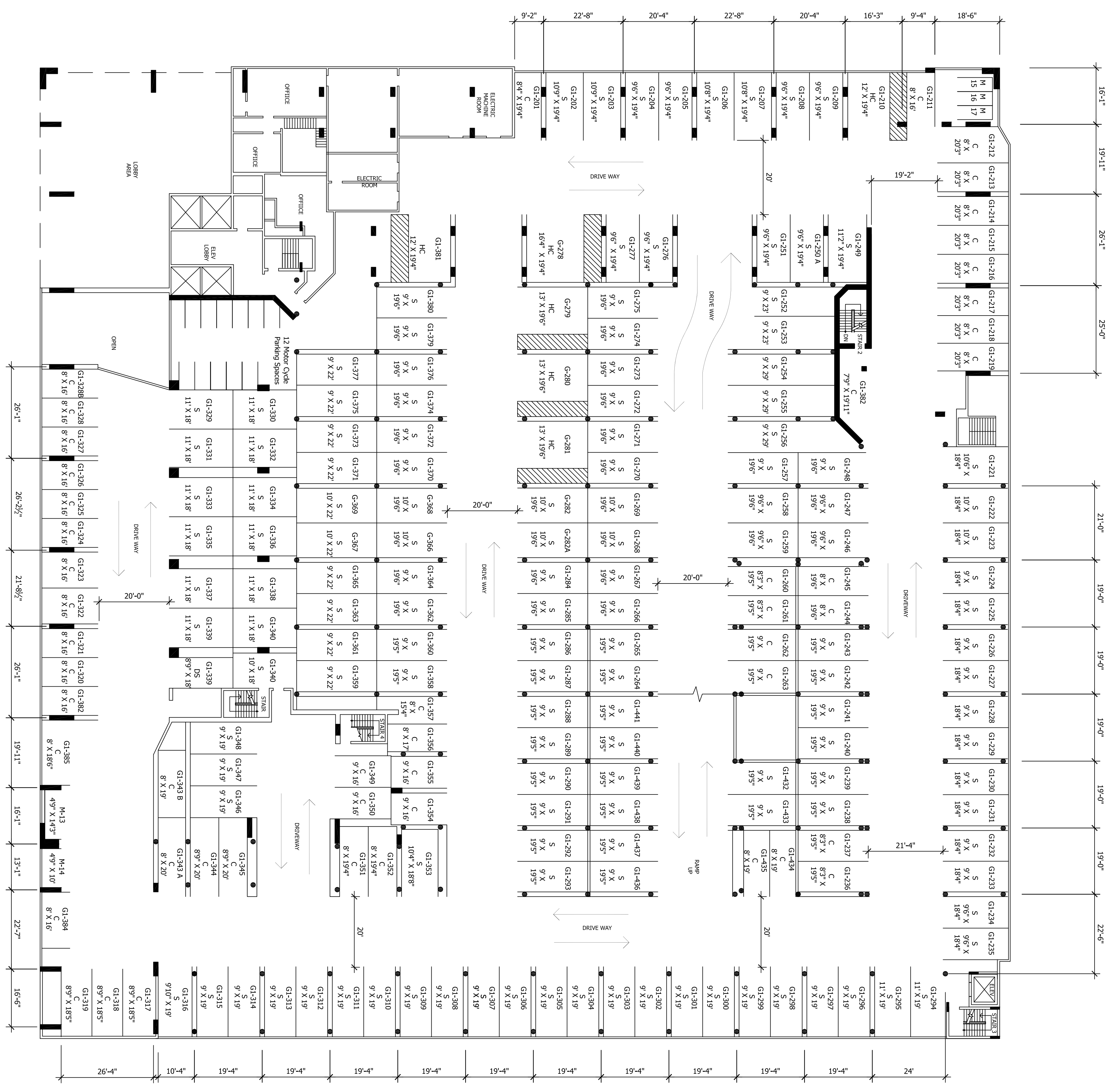


NOTE:

1. THIS DRAWING IS NOT A BUILDING SURVEY, AND IS FOR THE PURPOSE OF DOCUMENTING AND ANALYZING EXISTING PARKING CONDITIONS, AND PRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION, WHERE POSSIBLE. PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TAKING INTO CONSIDERATION EXISTING STRIPING.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO DETERMINE MAXIMUM LOADING OF EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FALL WITHIN COMPLIANT PARAMETERS DUE TO PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION, AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.

GRID PROPERTY LINE

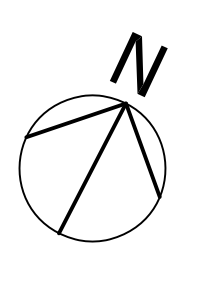
WEST PROPERTY LINE



MAIN GARAGE 'G1' PARKING LEVEL PLAN

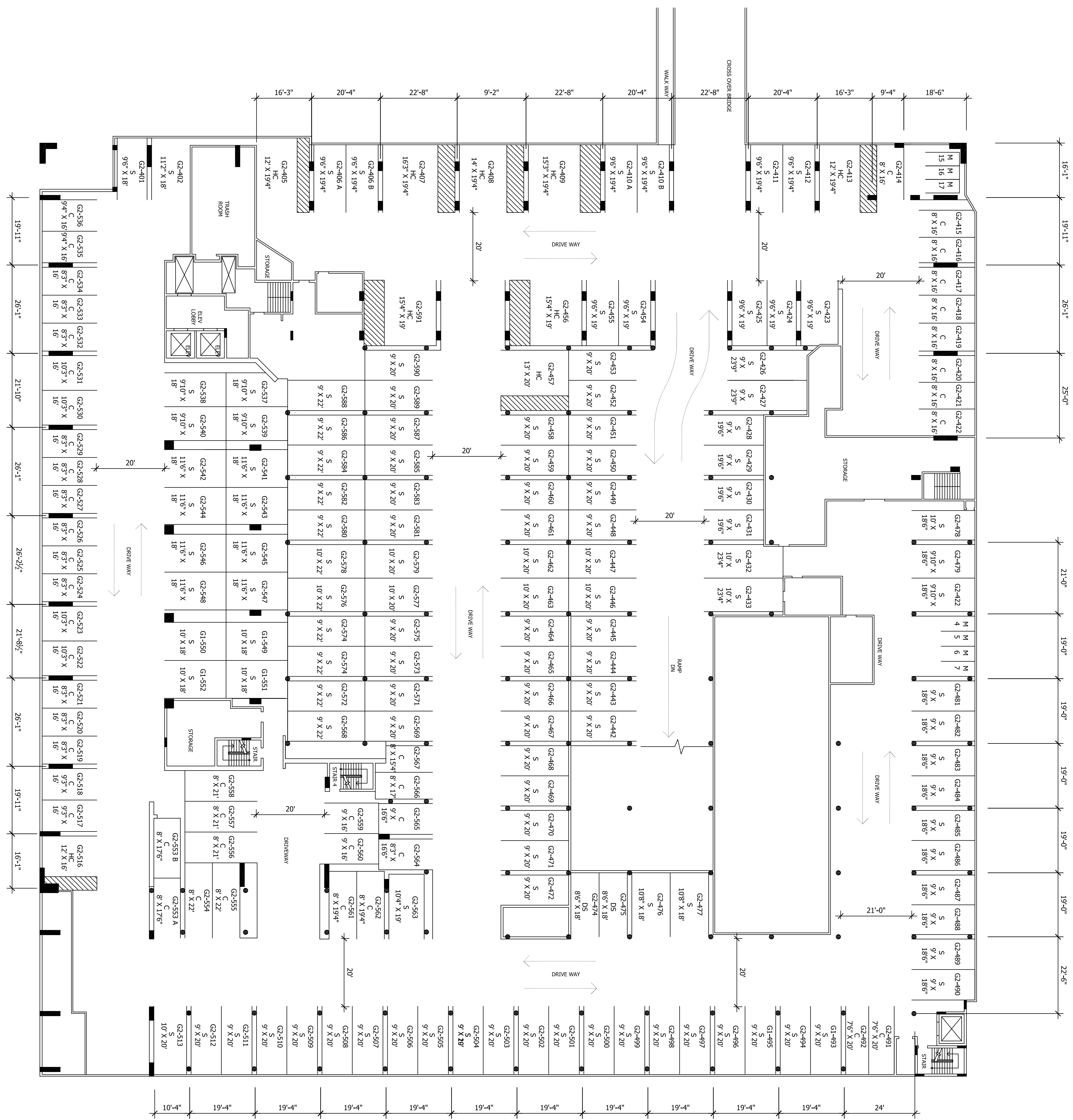
SCALE: 1/16"=1'-0"

- PARKING SPACES LEVEL, G1:**
- 139 - S (Standard 9' x 18')
 - 6 - HC (12' x 18' + 5' Access Aisle)
 - 4 - M (12' x 18' + 5' Access Aisle)
 - 49 - C (Compact 8' x 16')
 - 191 - M (Motorcycle spaces)



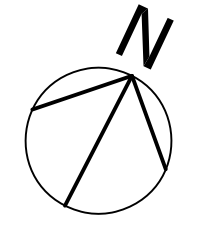
NOTE:

1. THIS DRAWING IS NOT A BUILDING SURVEY AND IS FOR THE PURPOSE OF DOCUMENTING AND ANALYZING EXISTING PARKING CONDITIONS, AND PRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION. WHERE POSSIBLE PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TANKING INTO CONSIDERATION EXISTING STRUTTING.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO CORRECT MAXIMUM LOADS OR EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL E AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FALL WITHIN COMPLIANT PARAMETERS DUE TO: PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.



MAIN GARAGE 'G2' PARKING LEVEL PLAN

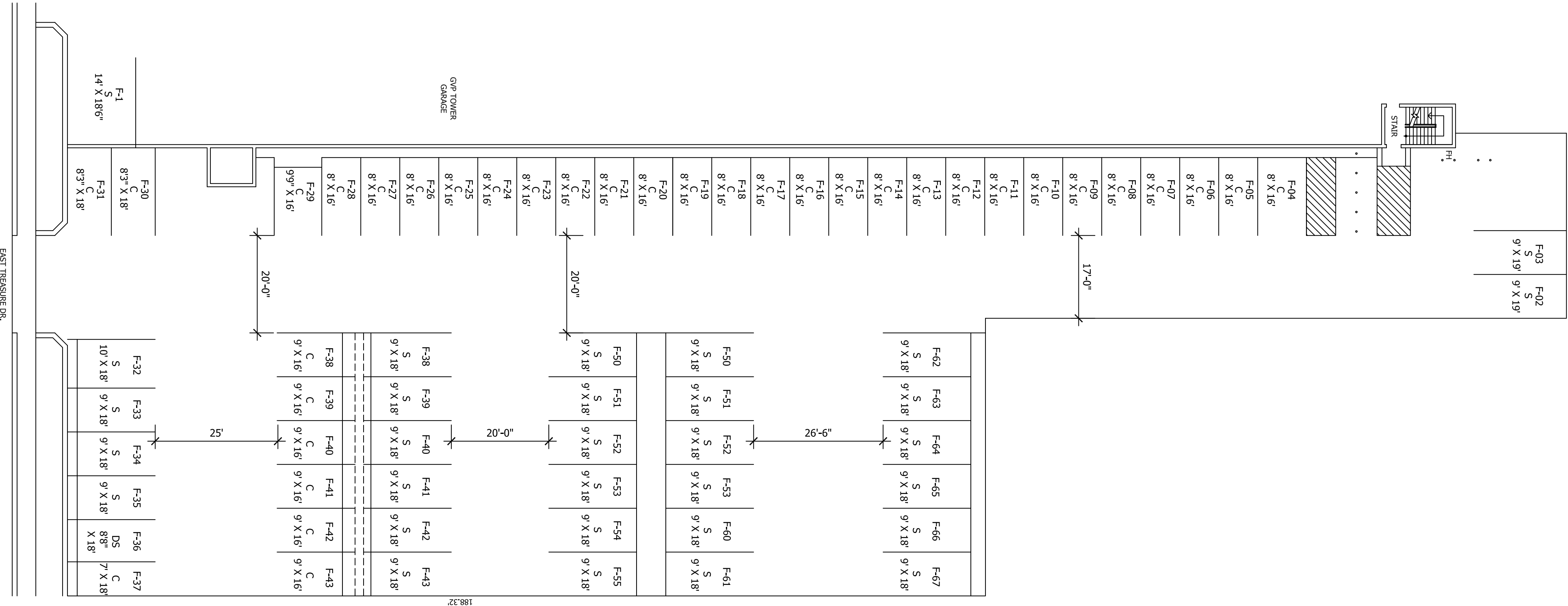
SCALE: 1/16"=1'-0"
 PARKING SPACES LEVEL: G2
 124 - S (Standard) 9' x 18'
 9 - HC (2' x 18' + Access Aisle)
 2 - BS (Bike County Standard 8.5' x 18')
 46 - C (Compact 8' x 18')
 181 TOTAL CAR PARKING SPACES
 7 - M (Motorcycle spaces)



NOTE:

1. THIS DRAWING IS NOT A BUILDING SURVEY, AND IS FOR THE PURPOSE OF DOCUMENTING POTENTIAL PARKING EXISTING CONDITIONS, AND PRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION, WHERE POSSIBLE. PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TRANKING INTO CONSERVATION EXISTING STRIPS.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO DETERMINE MAXIMUM LOADING OF EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL E AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FALL WITHIN COMPLIANT PARAMETERS DUE TO PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION, AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.

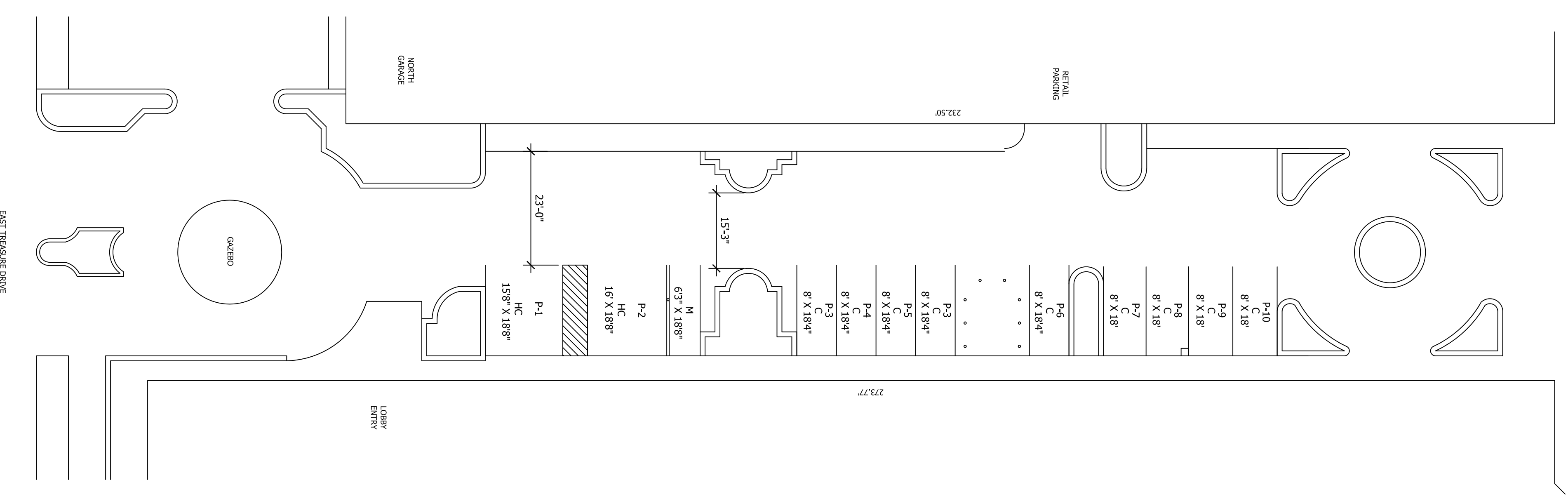
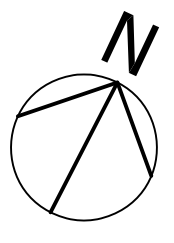
GRAND VIEW PALACE - EXISTING PARKING LAYOUT
7601 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA



PARKING 'F' (SOUTH) LOT PLAN

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

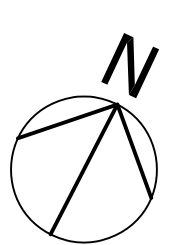
PARKING SPACES F LOT:
 31 - S (Standard 9' x 18')
 35 - C (Compact 8' x 18')
 1 - M (Motorcycle 5' x 10')
 67 TOTAL CAR PARKING SPACES



PARKING PROMENADE LEVEL PLAN

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

PARKING SPACES PROMENADE:
 2 - HC (12' x 18' + Access Walk)
 9 - C (Compact 8' x 18')
 11 TOTAL CAR PARKING SPACES
 1 - M (Motorcycle space)



NOTE:

1. THIS DRAWING IS NOT A BUILDING SURVEY, AND IS FOR THE PURPOSE OF DOCUMENTING AND ANALYZING EXISTING PARKING CONDITIONS, AND REPRESENTING POTENTIAL PARKING LAYOUTS ONLY.
2. INFORMATION AND DIMENSIONS ON THIS DRAWING ARE BASED ON ORIGINAL CONSTRUCTION DRAWINGS, ARCHIVE DRAWINGS, AND LIMITED FIELD VERIFICATION, WHERE POSSIBLE. PARKING STALL DIMENSIONS ARE GIVEN AS CLEAR DIMENSIONS FREE FROM OBSTRUCTIONS AND TAKING INTO CONSIDERATION EXISTING STRIPS.
3. PROPOSED CHANGES TO PARKING LAYOUT MAY REQUIRE STRUCTURAL ANALYSIS TO CONFIRM MAXIMUM LOADING OF EXISTING STRUCTURE, AND ANY PHYSICAL CHANGES REQUIRED TO THE STRUCTURE. THIS ESPECIALLY APPLIES TO PARKING LEVEL, E AT THE NORTH GARAGE.
4. THE PRESENT CONDITION OF THE PARKING GARAGE LAYOUTS AT GRAND VIEW PALACE ARE NOT IN MANY AREAS CODE COMPLIANT. ADDITIONAL PARKING AND CHANGES PROPOSED TO EXISTING SPACES MAY NOT FULL WITHIN COMPLIANT PARAMETERS DUE TO PRE-EXISTING CONDITIONS.
5. CERTIFICATION BY THE ARCHITECT IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT BASED ON THE ARCHITECT'S KNOWLEDGE AND INFORMATION, AND IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.

04/01/2019

Colliers INTERNATIONAL

For Sale

Development Site - 1.79 Acres
 Uses: Residential, Retail, Hotel and Office

www.colliers.com

Larry Scotton
786 210 5566

WE ARE OPEN HOUSE EVERY SATURDAY
 FROM 10:00 AM TO 5:00 PM
PUBLIC HEARING
 FOR COMMENTS TO THIS PLAN CALL
305-756-7171

ADDRESS	DATE	TIME	PLACE



**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141**

**PUBLIC HEARING
PERTAINING TO THIS PROPERTY
FOR FURTHER DETAILS CALL
305-756-7171**

PURPOSE OF HEARING



DATE:

TUESDAY, APRIL 9, 2019

TIME:

6:30 P.M.

PLACE:

VILLAGE COMMISSION CHAMBERS
1666 KENNEDY CSWY., SUITE 101

04/01/2019

RESOLUTION NO. _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BARANOF HOLDINGS LLC AND GRANDVIEW PALACE CONDOMINIUM ASSOCIATION, INC CONCERNING PROPERTY LOCATED AT 1850 KENNEDY CAUSEWAY AND 7601 EAST TREASURE DRIVE; FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE TO ALLOW REDUCTION OF THE TOTAL NUMBER OF PARKING SPACES REQUIRED BY THE 1992 STIPULATED AGREEMENT FROM 1,119 TO 1,057 PARKING SPACES, BASED ON SHARED PARKING AND PARKING UTILIZATION ANALYSIS; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Baranof Holdings, LLC. and Grandview Palace Condominium Assoc. has applied to North Bay Village for a Variance pursuant to Section 7.3 of the Village Unified Land Development Code in connection with the development of a 98 foot tall, 142,530 square foot self-storage facility with 4,000 square feet of ground floor retail space and off-site parking included for Grandview Palace to allow a reduction of the total number of parking spaces required by the 1992 stipulated agreement from 1,119 to 1,057 parking spaces, based on shared parking and parking utilization analysis; and

WHEREAS, Section 7.3 of the Village Unified Land Development Code and Section 4.9 of the Unified Land Development Code sets forth the authority of the Village Commission to consider and act upon an application for a variance.

WHEREAS, in accordance with Section 4.4 of the North Bay Village Unified Land Development Code, a public hearing by the Planning and Zoning Board was noticed for February 5, 2019 at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and **recommended denial** of the request; and

WHEREAS, in accordance with Section 4.4 of the North Bay Village Unified Land Development Code, a public hearing by the Village Commission was noticed for April 9, 2019 at 6:30 p.m. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

WHEREAS, the Village Commission has determined that the stipulated development

44 agreement which was approved according to Village Resolution 92-39 should be modified to
45 accommodate the requested variance.

46
47 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH**
48 **BAY VILLAGE, FLORIDA, AS FOLLOWS:**

49
50 **Section 1. Recitals.** The above recitals are true and correct and incorporated into this
51 Resolution by this reference.

52
53 **Section 2. Findings.** In accordance with Section 7.3 of the Unified Land
54 Development Code, the Village Commission finds:

- 55
56 1. That there are special circumstances and conditions which are peculiar to the land,
57 structure, or building involved and which are not generally applicable to other
58 lands, structures, or buildings in the same zoning district.
- 59 2. That the special circumstances and conditions were not self-created by any person
60 having an interest in the property.
- 61 3. That the strict application of the provisions of this chapter would deprive the
62 applicant of the reasonable use of the land, structure, or building for which the
63 variance is sought; and would involve an unnecessary hardship for the applicant.
- 64 4. That granting the variance requested will not confer on the applicant any special
65 privilege that is denied by the Unified Land Development Code to other land,
66 structures, or buildings in the same zoning district.
- 67 5. That the variance granted is the minimum variance that will make possible the
68 reasonable use of the land, structure, or building.
- 69 6. That granting the variance will be in harmony with the general intent and purpose
70 of this chapter, and that such variance will not be injurious to the neighborhood or
71 otherwise detrimental to the public welfare.
- 72 7. The variance request is not based exclusively upon a desire to reduce the cost of
73 development.

74
75 **Section 3. Grant.** The Variance requested to allow a reduction of the total number of
76 parking spaces required by the 1992 stipulated agreement from 1,119 to 1,057 parking spaces,
77 based on shared parking and parking utilization analysis, in connection with the Site Plan
78 submitted to the Village on March 22, 2019 is hereby approved.

79
80 **Section 4. Conditions.** The Variance is approved subject to the following condition:

- 81
82 1. Pursuant to the Site Plan approval, the Applicant shall obtain a building permit for
83 all requests approved herein within two years of the date of the Site Plan approval.
84 If a building permit is not obtained or an extension granted within the prescribed
85 time limit, then this approval shall become null and void.

87 2. Pursuant to Section 7.5 of the Village Unified Land Development Code, the
88 Variance shall lapse after two years of Commission approval if no substantial
89 construction takes place.

90
91 **Section 5. Appeal.** In accordance with Section 4.6 of the Village Unified Land
92 Development Code, the Applicant, or any aggrieved property owner, may appeal the decision of
93 the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County,
94 Florida, in accordance with the Florida Rules of Appellate Procedure.

95
96 **Section 6. Effective Date.** This Resolution shall become effective upon its
97 adoption.

98
99 The foregoing Resolution was offered by _____, who moved for its adoption.

100
101 This motion was seconded by _____, and upon being put to a vote, the vote was
102 as follows:

103
104 **FINAL VOTE AT ADOPTION:**

105
106 Mayor Brent Latham _____
107 Vice Mayor Marvin Wilmoth _____
108 Commissioner Jose R. Alvarez _____
109 Commissioner Andreana Jackson _____
110 Commissioner Julianna Strout _____

111
112 PASSED and ADOPTED this ____ day of _____ 2019.

113
114
115 _____
116 BRENT LATHAM
117 MAYOR

118 **ATTEST:**
119 _____
120
121 ELORA RIERA, CMC
122 Village Clerk

123
124 **APPROVED AS TO FORM FOR THE SOLE USE**
125 **AND RELIANCE OF THE VILLAGE:**

126
127 _____
128 JAMES D. STOKES, BCS
129 Special Counsel for the Village



Staff Report Site Plan

*Prepared for: North Bay Village,
Commission*

Applicant: Baranof Holdings, LLC

Site Address: 1850 Kennedy Causeway

*Request: Site Plan Approval for a New Structure
Containing Self Storage, Retail
Commercial, and Off-site Parking for
Grandview Palace*

General Information

Owner:	The Atkinson Trust, LLC
Applicant:	Baranof Holdings, LLC
Applicant Address:	2305 Cedar Spring Road, Suite 200, Dallas, TX 75201
Site Address:	1850 Kennedy Causeway
Contact Person:	Andrew Aiken
Phone Number:	972-402-5707
E-mail Address	aaiken@baranofholdings.com

	Existing
Future Land Use	Commercial
Zoning District	CG
Use of Property	Off-site Parking for Grandview Palace
Acreage	1.93 acre (84,128 sq ft)

Legal Description of Subject Property

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT IF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Commercial
	Zoning District	CG Commercial
	Existing Land Use	Multifamily Residential
East	Future Land Use	Commercial
	Zoning District	CG Commercial
	Existing Land Use	Retail Commercial
South	Future Land Use	Educational Recreational
	Zoning District	RS-2 Medium Density Single Family Residential
	Existing Land Use	Elementary School
West	Future Land Use	Commercial
	Zoning District	CG Commercial
	Existing Land Use	Multifamily Residential

Description of Requests

The applicant is requesting site plan approval pursuant to section 5.4(C) of the North Bay Village Unified Land Development Code for development of a 98 foot tall, 142,530 square foot self-storage facility with 4,000 square feet of ground floor retail space, garage parking, and surface parking. A portion of the parking is intended as off-site parking for Grandview Palace. In addition to the request for site plan approval, the Applicant is requesting approval for at least one of the following:

1. A variance pursuant to section 7.3 of the North Bay Village Unified Land Development Code to allow reduction of the total number of parking spaces required by the 1992 stipulated agreement from 1,119 to 1,057 parking spaces, based on shared parking and parking utilization analysis.
2. A parking waiver according to section 9.3(D) of the North Bay Village Unified Land Development Code to allow reduction of the total number of parking spaces required by the 1992 stipulated agreement from 1,119 to 1,057 parking spaces, based on shared parking and parking utilization analysis.

Staff reports for the variance request and parking waiver request have been provided in addition to this site plan staff report.

Consistency with Comprehensive Plan

The self-storage use and the retail commercial use are allowable uses in the Commercial Future Land Use category. However, the self-storage use is not consistent with Future Land Use Objective 2.2 or the associated policies:

Objective 2.2: Develop a program and policies to promote the Village's character as an attractive waterfront community and direct future development and redevelopment to be consistent with the desired community character and goals, objectives, and policies within the Plan.

Policy 2.2.3: The Village shall continue to develop and implement the goals of the various Redevelopment/Revitalization Plans for the Kennedy Causeway Redevelopment Area through a strategic planning process.

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.

The above policies speak to strategic planning and the overall acceptability of development to local residents. In 2016, the Village created a strategic plan for business development. As part of the strategic planning process, residents were surveyed regarding business and service needs. The results of the multiple choice portion of the survey indicated a clear demand for casual dining, grocery, and a gym/fitness center located within close proximity to their homes. In addition to the multiple choice portion of the survey, write in responses were encouraged. Many of the write-in responses focused on retail and service commercial, but not a single response indicated support for additional self storage located within the Village. It is important to note that there already exists a self storage facility within the Village. So, while the retail commercial portion of the proposed development is supported by the residents, there is no evidence of community support for the self-storage portion of the project, which represents over 97% of the non-parking floor area.

Adequacy of Public Facilities

Water & Sewer

Potable water will be provided by Miami-Dade County. Wastewater treatment will also be provided by Miami Dade County, though the Village sewer system will be used to transport wastewater to the Miami Dade sewer facilities. This project will be required to meet Sewer Concurrency requirements as prescribed by the Public Works Director of North Bay Village.

Traffic

The Applicant provided a traffic impact study (TIS) for this project. The trip generation summary indicates that, after the subtraction of assumed "pass-by" retail trips, the retail and storage uses together will generate a total of 18 vehicle trips during the AM peak hour and 58 vehicle trips during the PM peak hour. Further, a 22.8% reduction adjustment was applied to those figures to account for patrons using other modes of transportation, for a total of 14 AM peak hour trips and

45 PM peak hour trips. However, staff does not agree that other modes of transportation are likely to be used for patrons of the storage facility. If that 22.8% reduction is not applied to the trips generated by the storage use, there are still 18 vehicle trips during the AM peak hour and 50 vehicle trips generated during the PM peak hour.

Access to the proposed facility is provided only on Kennedy Causeway. In addition to the existing curb cut, which is roughly in the middle of the Causeway frontage, a new curb cut is proposed at the West side of the Causeway frontage. The additional vehicle trips generated by the proposed development should not impact the Village’s local roadways but will have some minor impacts on the Causeway with an increase in the number of vehicles turning into the site at the trip rates projected above.

Comparison of Submitted Site Plan with Land Development Regulations

Section	Regulation	Required	Provided
North Bay Village ULDC CG District Regulations			
8.10(E)(2)(o)	Uses permitted	Storage facilities in connection with permitted uses or non-industrial mini-storage facilities in conjunction with other retail, commercial or mixed uses	In compliance
8.10(E)(5)(a)	Minimum lot area	10,000 sq ft	84,128 sq ft
8.10(E)(5)(a)	Minimum frontage	75 ft	420 ft
8.10(E)(5)(b)	Minimum front setback	60 ft	60 ft
8.10(E)(5)(b)	Minimum side setbacks	15, plus five feet for each story over three <u>40 ft setback required from each side property line</u>	40 ft on east side Over 40 ft on west side
8.10(E)(5)(b)	Minimum rear setback	25 ft	Over 25 ft
8.10(E)(5)(c)	Maximum building height	130 ft or 12 stories, whichever is less	98 ft and 8 stories
8.10(E)(5)(c)	Maximum parking levels	2 stories	In compliance

Section	Regulation	Required	Provided
8.10(E)(5)(d)	Minimum pervious area	20% of total parcel <u>20% of 84,128 =</u> <u>16,826 sq ft</u>	15,405 sq ft of landscaped pervious area 4,772 sq ft of pavers with 40% perviousness 4,772 x 0.4 = 1,909 15,405 + 1,909 = 17,314
North Bay Village ULDC Design Standards			
8.13(E)(1)(a)(2)	Dumpster enclosure required	Commercial, office or multifamily uses, trash and garbage facilities shall be within an enclosed, cross-ventilated garbage room.	Provided exterior dumpster enclosure
8.13(E)(1)(d)	Dumpster enclosure locations	Dumpster enclosures shall be placed in such a manner as to allow sanitation trucks to pick up garbage in a manner they are designed for.	In compliance
8.13(E)(1)(e)	Screening of roof mounted mechanical equipment	Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grills, and shall be painted in muted colors or match the building, and shall not be visible from the street.	In compliance
8.13 (N)(3)	Screening of mechanical equipment	All mechanical equipment must be screened from public view	In compliance

Section	Regulation	Required	Provided
9.13(C)	Storefront coordination	Facade treatments shall be coordinated between storefronts. Such facade treatments include: building colors, windows, storefronts, signage and awnings.	In compliance
10.5(B)(2)(a)	First finished floor minimum elevation	1 ft above base flood elevation	Notated FFF at 10'
North Bay Village ULDC Parking Standards			
8.10(E)(2)(o)	Minimum number of parking spaces for storage facility	One space for every 8,000 square feet of storage area $142,530 / 8,000 = 18$	39 parking spaces provided within garage and 98 surface parking spaces provided outside of the garage.
9.3(C)(3)(h)	Minimum number of parking spaces for retail commercial	One space for each 200 square feet of gross floor area $4,000 / 200 = 20$	
Florida Accessibility Code 208.2	Minimum number of ADA parking spaces for commercial facilities	Facilities with 26 to 50 parking spaces must provide at least 2 ADA parking spaces.	6 ADA parking spaces provided for surface parking. No ADA parking spaces provided within garage.
Florida Accessibility Code 208.2.3	Minimum number of ADA spaces for residential facilities	2% of total number resident parking spaces must be ADA compliant. <u>$98 \times 0.02 = 2$ ADA spaces required for residents</u>	
9.3(D)(2)	Parking waiver	Applicant may request parking waiver to permit less parking spaces than required.	Applicant has requested parking waiver. See parking waiver staff report.

Section	Regulation	Required	Provided
9.3(E)(4)	Minimum standard parking space dimensions	9 ft by 18 ft	Not all exterior spaces in compliance. 15 exterior spaces are compact spaces. Presumably, these compact spaces would be provided in conformance with the requested parking waiver modifying the requirements of the stipulated agreement.
9.3(E)(4)	Minimum compact parking space dimensions	8 ft by 16 ft	In compliance
Florida Accessibility Code 502	Minimum ADA parking space dimensions	12 ft wide adjacent to a 5 ft wide aisle	In compliance
9.3(E)(11)	Minimum setback of ROW from parking spaces	20 ft	In compliance
9.3(E)(13)	Minimum separation of parking from walkways and streets	Parking spaces shall be separated from walkways, sidewalks, streets, or alleys by an approved wall, fence, curbing, or other protective device	In compliance
9.3(E)(16)	Back-out parking prohibition	Parking spaces shall be designed so that no vehicle shall be required to back into a public ROW to obtain egress	In compliance
9.3(E)(17)	Minimum width of maneuvering aisle for 90 degree parking	23 ft	In compliance
9.3(E)(17)	Minimum width of maneuvering aisle for 45 degree parking	13 ft	In compliance
9.3(E)(17)	Minimum width of 2-way access aisle	23 ft	In compliance

Section	Regulation	Required	Provided												
9.4(A)(4)	Loading and standard parking space restriction	No areas supplied to meet required off-street parking facilities may be utilized to meet the requirements for loading spaces.	N/A												
9.4(B)(1)	Minimum number of loading spaces for retail commercial	<table border="1" data-bbox="818 485 1107 892"> <thead> <tr> <th data-bbox="818 485 980 548">Gross floor area</th> <th data-bbox="980 485 1107 548">Spaces</th> </tr> </thead> <tbody> <tr> <td data-bbox="818 548 980 617">Under 10,000</td> <td data-bbox="980 548 1107 617">0</td> </tr> <tr> <td data-bbox="818 617 980 686">10,000-20,000</td> <td data-bbox="980 617 1107 686">1</td> </tr> <tr> <td data-bbox="818 686 980 756">20,000-40,000</td> <td data-bbox="980 686 1107 756">2</td> </tr> <tr> <td data-bbox="818 756 980 825">40,000-60,000</td> <td data-bbox="980 756 1107 825">3</td> </tr> <tr> <td data-bbox="818 825 980 892">Over 60,000</td> <td data-bbox="980 825 1107 892">4</td> </tr> </tbody> </table> <p data-bbox="818 926 1081 1024"><u>4,000 sq ft of gross floor area, 0 loading spaces required</u></p>	Gross floor area	Spaces	Under 10,000	0	10,000-20,000	1	20,000-40,000	2	40,000-60,000	3	Over 60,000	4	N/A
Gross floor area	Spaces														
Under 10,000	0														
10,000-20,000	1														
20,000-40,000	2														
40,000-60,000	3														
Over 60,000	4														
9.4(C)(1)	Minimum loading space dimensions	12 ft by 30 ft, and at least 14.5 ft of vertical clearance	N/A												
9.4(D)	Loading space joint usage	Loading spaces for two or more uses may be collectively provided if so located as to be usable by all.	N/A												
9.21(C)	Light pole maximum height	20 ft	Compliance notated on plans												
North Bay Village ULDC Sign Standards															

Section	Regulation	Required	Provided
11.9(C)(2)	Maximum number of façade signs	A flat illuminated or nonilluminated sign may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected	Signs not depicted
11.9(C)(2)(b)	Maximum façade sign area for existing establishments	10% of façade area	Signs not depicted
11.9(C)(3)	Maximum façade sign area for bay frontage	10% of the façade area, with lettering not to exceed 100 sq ft	N/A
11.9(C)(5)	Maximum detached sign area	100 sq ft per side	Signs not depicted
11.9(C)(5)	Detached sign location	Shall not be placed in side or rear yards	Signs not depicted
11.9(C)(5)	Minimum detached sign front setback	10 ft	Signs not depicted
11.9(C)(5)	Detached sign maximum height	24 ft	Signs not depicted
Miami-Dade Landscaping Chapter 18A			
18A-4(C)	Vegetative survey	A vegetation survey shall be provided for all sites at the same scale as the landscape plan.	Not yet provided
18A-4(D)	Irrigation plan	An Irrigation Plan shall be submitted. Where a landscape plan is required, an irrigation plan shall be submitted concurrently.	Not yet provided

Section	Regulation	Required	Provided
18A-6(A)(5)	Maximum lawn area	20% of the net lot area, less the area covered by buildings. <u>22,000 sq ft building on 84,128 sq ft lot</u> $62,128 \times 0.2 = 12,425$	11,423 sq ft
18A-6(C)(1)	Tree height	Except street trees, all trees shall be minimum 10' high with minimum 2" caliper, except that 30% of tree requirement may be met by native species with a minimum 8' height.	
18A-6(C)(2)	Street trees	Street trees shall be provided along all roadways at a maximum average spacing of 35' on center (25' for palms). <u>With 420 linear feet of frontage, either 12 trees or 17 palms are required.</u>	8 mahoganies, 6 royal palms, and 2 crepe myrtles provided along street
18A-6(C)(3)	Trees under power lines	Where overhead power lines require low growing trees, street trees shall have a minimum height of 8', 1.5" caliper, and a maximum average spacing of 25 feet on center.	
18A-6(C)(4)	Palms	Palms which are spaced no more than 25 feet on center and have a 14 foot minimum height or 4 inches minimum caliper diameter may count as a required tree.	

Section	Regulation	Required	Provided
18A-6(C)(5)	Number of required trees	22 trees per acre of net lot area <u>22 x 1.93 = 43</u> required trees	53 trees and 19 palms provided
18A-6(C)(11)	Limitations on required trees	Of the required trees: At least 30% shall be native species. At least 50% shall be low maintenance and drought tolerant. No more than 30% shall be palms	
18A-6(C)(12)	Limitations on required trees	80% of required trees shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low Maintenance Landscape Plants for South Florida list.	

Section	Regulation	Required	Provided
18A-6(D)(1)	Shrubs	<p>All shrubs must be a minimum of 18 inches at time of planting.</p> <p>10 shrubs are required for each required tree.</p> <p>30% shall be native species</p> <p>50% shall be low maintenance and drought tolerant</p> <p>80% of required shrubs shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low Maintenance Landscape Plants for South Florida list.</p>	<p>All required shrubs are at least 18 inches.</p> <p>In compliance</p>
18A-6(D)(2)	Shrub buffers	<p>When used as a visual screen, buffer, or hedge, shrubs shall be planted at a maximum average spacing of 30" on center or if planted at a minimum height of 36", shall have a maximum average spacing of 48" on center</p>	

Section	Regulation	Required	Provided
18A-6(H)	Use buffers	<p>Where dissimilar land uses exist on adjacent properties, that area shall be provided with a buffer consisting of trees spaced to a maximum average of 35' on center with shrubs which are at least 30" at time of planting and normally grow to a height of 6', or a 6' wall with trees, within a 5' wide landscape strip.</p> <p>Shrubs shall be a minimum of 30" high and planted at a maximum of 36" on center; or if planted at a minimum height of 36", shall have a maximum average spacing of 48" on center.</p>	<p>Buffering should be provided between the multifamily residential use to the west and the elementary school to the south.</p> <p>5 ft wide buffers provided</p> <p>Buffer trees provided in compliance along south side buffer</p> <p>Insufficient number of buffer trees provided along west side buffer</p>
18A-6(I)	Parking lot buffers	<p>All parking lots adjacent to a right of way shall be screened by a continuous planting with a 7' landscape strip incorporating said planting</p> <p>Shrubs shall be a minimum of 18" high and planted at a maximum of 30" on center; or if planted at a minimum height of 36", shall have a maximum average spacing of 48" on center.</p>	<p>7 ft wide buffer provided</p>

Staff Findings and Recommendations**PARKING WAIVER:**

Staff cannot recommend approval of the requested parking waiver for the reasons outlined in the accompanying parking waiver staff report.

PARKING VARIANCE:

Staff cannot recommend approval of the requested parking variance for the reasons outlined in the accompanying parking variance staff report.

SITE PLAN:

Due to the 1992 stipulated agreement and a covenant on the subject property, approval of this site plan is contingent upon the approval of either of the Applicant's parking waiver request or the Applicant's parking variance request. Staff review of those requests is provided in the accompanying staff reports. Approval of either request is not recommended by Staff at this time. If neither of those requests are approved by the Village, then the submitted site plan fails to meet the legal requirements of the 1992 stipulated agreement. In addition to our recommendation of denial of both the parking waiver and the parking variance, there is no community support for the proposed public storage use, which conflicts with the community vision for the Kennedy Causeway commercial corridor. It is for all these reasons that staff cannot recommend approval of the proposed site plan. However, if the Commission does decide to recommend approval of the site plan, that approval should be based on the following conditions being met prior to the issuance of a building permit:

- 1) Approval of either the Applicant's requested parking waiver or the requested parking variance.
- 2) Submittal of a vegetative survey which meets Miami-Dade Chapter 18A requirements.
- 3) Submittal of an irrigation plan which meets Miami-Dade Chapter 18A requirements.
- 4) Submittal of a landscape plan which meets Miami-Dade Chapter 18A requirements.
- 5) Payment of any applicable impact fees.
- 6) Tie-in to Village's wastewater system at a Village designated location (proposed connection point) and payment of pro-rata costs involved in tying into appropriate connection point.
- 7) 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.

- 8) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
- 9) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
- 10) All applicable state and federal permits must be obtained before commencement of construction.
- 11) Staging of construction materials shall not occur in the public right-of-way.

Submitted by:

James G. LaRue
James G. LaRue, AICP
Planning Consultant

March 26, 2019

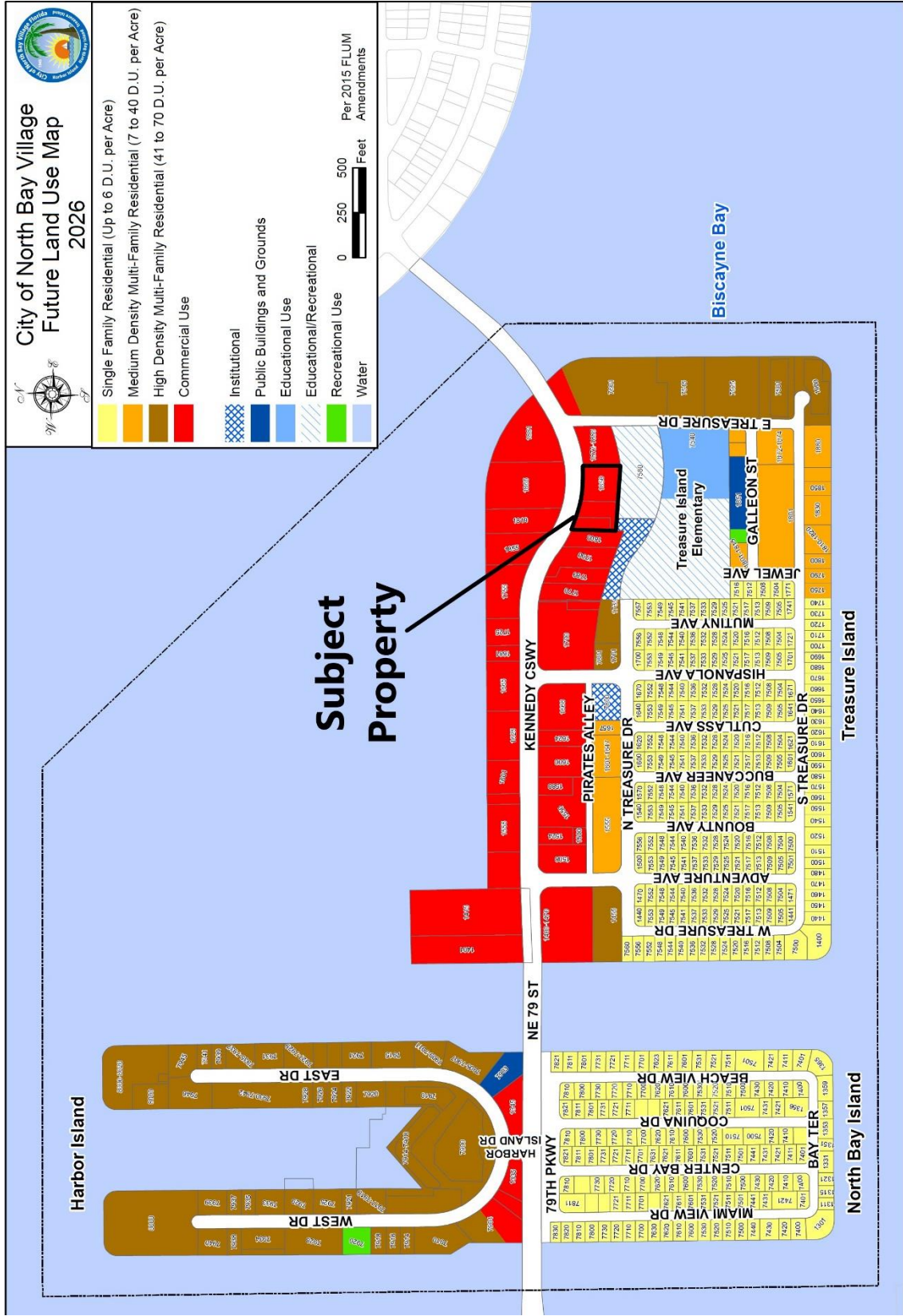
Hearing: Village Commission, April 9, 2019

Attachments: Aerial photograph
Future Land Use Map
Zoning Map

**AERIAL
SUBJECT SITE AND ENVIRONS**



**FUTURE LAND USE
SUBJECT SITE AND ENVIRONS**



RESOLUTION NO. R92-39

A RESOLUTION OF THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO SETTLEMENT OF CERTAIN LITIGATION BETWEEN THE CITY AND FLAMINGO HOLDING PARTNERS AND THE BANK OF NEW YORK; RESOLVING THE ISSUE OF PARKING REQUIREMENTS OF THAT PROJECT KNOWN AS FLAMINGO PLAZA/NORTH BAY LANDING; MAKING FINDINGS OF FACT APPROVING A PROPOSED STIPULATION FOR SETTLEMENT AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of North Bay Village has been a party to an action styled GORDON vs. HOLLO recently and presently pending in the Circuit Court for the Eleventh Judicial Circuit in and for Dade County, Florida, Case No. 90-10330-CA-28, and

WHEREAS, said case has proceeded to final judgment of foreclosure entered on July 4, 1992, and

WHEREAS, appeals have been taken by various parties from said Order which said appeals are presently pending in the Third District Court of Appeal for the State of Florida, Case No. 92-02446, and

WHEREAS, the primary issues involving the City before the Trial Court were:

- (a) the viability of a unity of title covenant;
- (b) development rights transferred to the Project known as FLAMINGO PLAZA/NORTH BAY LANDING from the adjacent property to the south known as CARIBBEAN TOWERS, and
- (c) required parking to accommodate the FLAMINGO PLAZA/NORTH

BAY LANDING Project and

WHEREAS, the Final Judgment of Foreclosure resolves the issue of the unity of title as relates to Caribbean Towers and the issue of transfer of development rights from CARIBBEAN TOWERS (subject to future appellate action) said Judgment addresses but does not resolve the issue of parking at FLAMINGO PLAZA/NORTH BAY LANDING, and

WHEREAS, the aforesaid litigation has continued for several years at substantial cost to the City for Court costs, attorney's fees, and administrative time and effort, and

WHEREAS, a proposal has been made by FLAMINGO HOLDING PARTNERSHIP as titleholder to said Project to provide permanent parking to accommodate the parking requirements of the Project and

WHEREAS, the City Manager and City Attorney have negotiated with FLAMINGO HOLDING PARTNERSHIP and THE BANK OF NEW YORK, which negotiations have resulted in a proposed Stipulation for Settlement, a copy of which is attached hereto and made a part of this Resolution in its entirety, and


WHEREAS, it is the intent and desire of this Commission in the best interest of the City to resolve litigation where appropriate and to avoid future litigation to the extent possible, and the Commission finds that the settlement proposed in said Stipulation will at least resolve the pending litigation between the City and FLAMINGO HOLDING PARTNERSHIP/BANK OF NEW YORK and obviate future litigation concerning the issues pending between said parties,


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

Section 1: The Stipulation which is attached to and made a part of this Resolution is approved in its entirety as presented and the City Attorney is authorized to execute the same on behalf of the City;

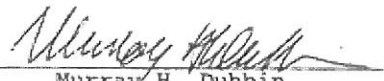
Section 2: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 22ND day of December, 1992.

Attest 
Sally Macdonald,
City Clerk *JAMES DiPietro*
CITY MANAGER


DR. PAUL VOGEL, MAYOR

APPROVED AS TO FORM :


Murray H. Dubbin,
City Attorney

FINAL ADOPTION:

Mayor Paul Vogel	<u>Yes</u>
Vice Mayor Irving Leighton	<u>Aye</u>
Commissioner Alvin M. Blake	<u>Yes</u>
Commissioner George Rodriguez	<u>Yes</u>
Commissioner Deborah Mash-Geller	<u>Absent</u>

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

ROBERT GORDON,

CASE NO. 10330-CA-28

Plaintiff,

vs.

TIBOR HOLLO, et al.,

Defendants.

STIPULATION

The undersigned counsel for three of the parties to this action, to-wit: NORTH BAY VILLAGE (the "CITY"), THE BANK OF NEW YORK (the "BANK"), and FLAMINGO HOLDING PARTNERSHIP ("FHP"), hereby stipulate and agree as follows:

RECITALS:

1. On July 24, 1992, the Circuit Court of Dade County, Florida, entered its Final Judgment of Foreclosure in the above cause which said that final judgment is made a part of this Stipulation by reference. (The Judgment)

2. Notices of Appeal have been filed by the Bank and FHP, Florida East Coast Properties, as well as ROBERT GORDON, Plaintiff, whereby the matters which are the subject of appeal are presently pending in the Third District Court of Appeal, albeit, there continued to be undisposed issues remaining for resolution pending before the Circuit Court in the above styled case. BANK and FHP represent that FHP as titleholder has full authorization to bind the Project, as hereinafter defined, to the terms of this Stipulation.

CASE NO. 90-10330-CA-28

3. This case has resulted in the foreclosure of a mortgage on the property to the south of North Bay Landing, creating an issue as to the adequacy of the motor vehicle parking at North Bay Landing. Originally, North Bay Landing and the foreclosed property were under common ownership and a common parking arrangement. The purpose of this Stipulation is only to address and resolve the motor vehicle parking issue between the CITY and FHP. FHP represents that it is aware of no other issues to be resolved between the CITY and other parties to this Stipulation.

4. The North Bay Landing project (the "Project"), is defined to mean that real property situated and lying in North Bay Village, Florida, which is described in Exhibit "A" attached hereto and made a part hereof. Said property contains improvements consisting of residential apartment units, retail area, slips presently in place or approved for completion and parking facilities all as presently in place or approved for completion and parking facilities, all as presently in place or approved and permitted for completion; these improvements are also described in Exhibit "A."

5. The Bank has acted as lead lender and mortgage holder of record with respect to the Project which was originally developed as Flamingo Plaza. In March of 1990, FHP acquired title to the Project from the original developer.

6. The project was developed pursuant, in part, to variances granted by the CITY in 1982 and litigation which interpreted and construed said variances which said litigation was completed in

CASE NO. 90-10330-CA-28

1984.

7. The instant litigation involving the Project has been and continues to be extensive and costly. It is the intent and purpose of the parties to settle and resolve all disagreements between them relating to parking requirements for the Project and such other issues as may hereafter be addressed in order to settle and resolve all present litigation and prevent future litigation between the parties to this Stipulation.

Now Then, in consideration of the premises and mutual covenants this day entered into it is hereby agreed as follows:

1. The Project requires 1119 parking spaces based on the number and mix of residential units, the existing retail area, and boat slips presently in place or approved for completion. Of said 1119 spaces, 22 shall conform to applicable City Code requirements for handicapped parking.

2. Said 1119 spaces shall conform to current City Code requirements as relates to the percentage of allowable spaces that may be classified as "compact" spaces.

3. FHP shall at FHP's expense, retain an AIA member Florida licensed architect to certify to the CITY the number and type of conforming spaces available to serve North Bay Landing.

4. The parties understand and agree that the number and mix of parking spaces as set forth above will not entitle FHP, including its successors and assigns, to additional project growth (such as, for example, additional residential units, retail

CASE NO. 90-10330-CA-28

facilities, or marina slips) without subsequent application and other compliance with the applicable provisions of the comprehensive master plan, zoning code, building code, ordinances, and other requirements as then in effect. This Stipulation shall not serve to bind the CITY to the grant of any future variances or special use exceptions which may be applied for by FHP, its successors or assigns.

5. FHP and the BANK propose to acquire an offsite parcel to be utilized for offsite parking to supplement the onsite parking at North Bay Landing. The proposed parcel is depicted on Exhibit "B" by location sketch and legal description, and same is attached hereto and made a part hereof. It is agreed that if said property is properly developed, paved, and striped in accordance with the City and County Code, and with ingress and egress approved by the State Department of Transportation, it may be used to provide parking to supplement onsite parking at North Bay Landing.

6. In the event of acquisition of said offsite parcel or any other offsite parcel acquired by FHP, its successors and/or assigns, for parking purposes and approved by the CITY that FHP, its successors and/or assigns, shall enter into and record a covenant running with the land approved by the City Attorney which commits the land for perpetual use for parking purposes for North Bay Landing. Said covenant shall provide that it shall be subject to release or modification only by resolution of the CITY Commission. Such a covenant shall be a prior encumbrance upon the

SENT BY:TAYLOR BRION

3- 2-95 : 10:27 :

305 571 4578- 241Z_ Q-# 11A! 82:# 6/12

CASE NO. 90-10330-CA-28

property and shall be joined in by all parties who have or claim a title or lian interest in and upon the property.

7. The parties agree that except for performance of the mutual covenants contained and set forth in this Stipulation, and payment by FHP for repair of a damaged sewer line on East Treasure Drive, that each party releases the other of and from all known claims, actions, rights of action, causes, demands or accountings that each has against the other up to and including the date of these presents. Said Release shall be binding upon the parties, their successors and assigns.

8. The parties jointly move this Court to ratify and approve the foregoing Stipulation.

DATED this 28th of December, 1992.

Respectfully submitted,

THE BANK OF NEW YORK and
FLAMINGO HOLDING PARTNERSHIP:

COLL DAVIDSON, CARTER, SMITH,
SALTER & BARKETT, P.A.
3200 - Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131
Ph: (305) 373-5200

By: *Vance E. Salter*
VANCO E. SALTER
Fla. Bar No. 232981

SENT BY:TAYLOR BRION


3- 2-95 : 10:28 :

305 1578- ?41Z_ Q11 11A! 82:# 7/12

CASE NO. 90-10330-CA-28

FOR THE CITY OF NORTH BAY VILLAGE:

DUBBIN, BERKMAN, BLOOM & KARAM
650 - Rivergate Plaza
444 Brickell Avenue
Miami, Florida 33131
Ph: (305) 373-3606

By: 
MURRAY H. DUBBIN
Fla. Bar No. 020703

SENT BY: TAYLOR BRION

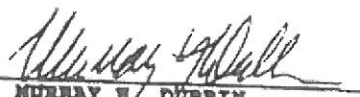
: 3- 2-95 : 10:28 :

3 371 4578- ?41Z_ GJE KA! 02:4

CASE NO. 90-10330-CA-28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Stipulation has been forwarded by U.S. Mail to those listed on the attached Service List this 30th day of December, 1992.

By: 
MURRAY R. DUBBIN

Tract A, Block 8, First Addition of Treasure Island, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02° 25' 14" West of the Southwest corner of said Tract "A"; thence run North 63° 43' 21" East, a distance of 225.67 feet of the northeasterly line of said Tract "A"; thence North 47° 53' 36" West along the Northeasterly line of said Tract "A" a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road #28; thence South 42° 26; 03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83° 38' 15" and a radius of 650.48 feet an arc distance of 142.63 feet through an angle of 12° 33' 49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57° 25' 06" and a radius of 25 feet an arc distance of 35.05 feet to the end of said radial return and a point on the West line of said Tract "A"; thence South 02° 25' 14" East of said West line of said Tract "A" a distance of 3.95 feet to the POINT OF BEGINNING.

EXHIBIT "A"

SENT BY:TAYLOR BRION

3- 2-95 : 10:28 :

305 1578- 2412_ Q-11 NA1 02:10/12

All of Lots 1 and 2, Block 8, FIRST ADDITION TO TREASURE ISLAND, Plat Book 53 at Page 65 of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53, at page 65 of the Public Records of Dade County, Florida; thence run North along the East Line of said Lot 2 for a distance of 69 feet to a point; thence run West along a line of 69 feet North of and parallel to the South Line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 187.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53 at Page 65, of the Public Records of Dade County, Florida.

PLUS Improvements as Existing or Approved for Completion:

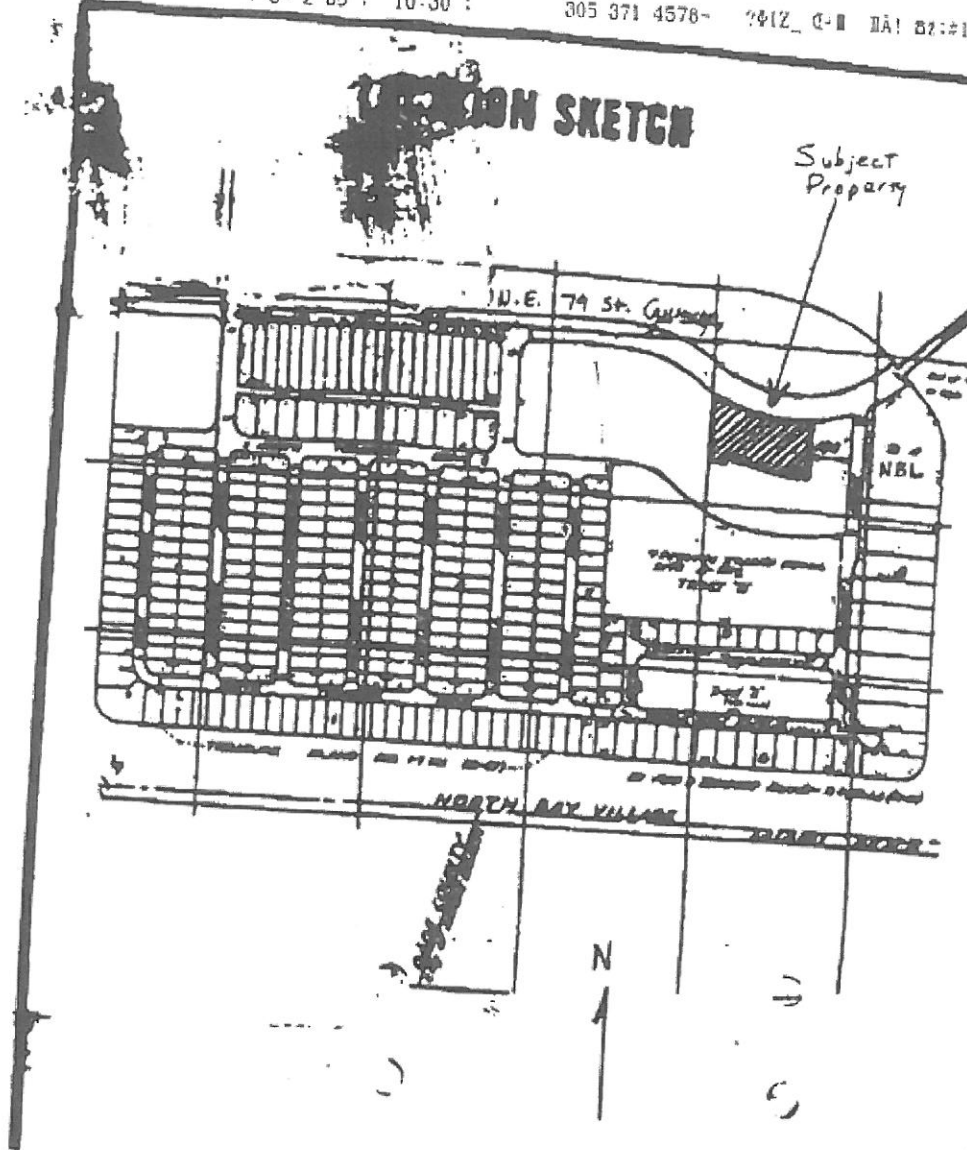
506 Two-Bedroom Apartment Units
 670 Sq. Ft. Office Space
 15,200 Sq. Ft. Retail Space
 Marina Facility with 106 Slips and 32 Davits

-2-

SENT BY: TAYLOR BRION

: 3-2-95 : 10:30 :

305 371 4578- 7412, C-11 DA! 52:#11/1:



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 highway right-of-way of proposed Northeast seventy-ninth street causeway, which same is recorded in Plat Book No. 25 at Page 70 of the Public Records of Dade County, Florida; Thence North 88 degrees 41' 24" east along the center line of the above right-of-way for 1560.00 feet to a point; thence south 1 degree 37' 00" east for 30.00 feet to a point on the south right-of-way of said 79 St. Causeway; thence North 88 degrees 41' 24" east along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 887.82 feet and a central angle of 38 degrees 12' 00" for an arc distance of 371.81 feet to a point of reverse curvature; thence to the left along a curve having a radius of 650.48 feet and a central angle of 11 degrees 09' 40" for an arc distance of 126.14 feet to the point of beginning; thence continue along the aforementioned curve having a central angle of 37 degrees 02' 17" for an arc distance of 420.23 feet to a point; thence south 1 degree 37' 00" east for 208.71 feet to a point of curvature of a curve to the right; thence to the right along said curve having a radius of 853.98 feet, a central angle of 12 degrees 57' 47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 324.98 feet, a central angle of 27 degrees 40' 09" and an arc distance of 156.95 feet to a point; thence south 1 degree 37' 00" east for 18.18 feet to a point; thence south 88 degree 41' 24" west for 68.95 feet to a point; thence north 1 degree 37' 00" west for 238.39 feet to the point of beginning.

EXHIBIT B

Reinaldo Trujillo
 7601 E. Treasure Dr. Unit 1511
 North Bay Village, Fl. 33141
mltra@bellsouth.net

EXHIBIT A

16914 0870

95R36664 1 1995 SEP 08 15:50

COVENANT RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS that the undersigned, First Equitable Realty III, Ltd., a Florida limited partnership, hereafter referred to as Grantor joined by Home Savings Bank, F.S.B., First Mortgagee for in and in consideration of Ten Dollars (\$10.00) and other and good valuable considerations received by it from the City of North Bay Village, Florida hereby covenants and agrees as follows:

1. RECITALS.

A. Grantor is the fee simple titleholder in and to that real property situate lying and being in the City of North Bay Village, Dade County, Florida (City), which is more fully described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof ("North Bay Landing") and North Bay Landing Parking Lot respectively.

B. First Mortgagee is the owner and holder of the first and only mortgage upon and against the property described in Exhibit "A" and in Exhibit "B" and joins in executing this instrument for the sole purpose of subordinating its mortgage lien to the rights of the City under this instrument.

C. On December 28, 1992, the Grantor's predecessor in title and the City entered into a Stipulation for purposes of settlement and resolution of litigation between the parties. A true copy of said Stipulation was recorded in Official Records Book 15785, Page 1512 of the Public Records of Dade County, Florida and is made a part of this covenant by reference although not physically attached hereto.

D. Under said Stipulation, the real property described in Exhibit "B" attached, as designated to be used for parking for the property described in Exhibit "A" (North Bay Landing).

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants this day entered into, Grantor hereby covenants and agrees as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use solely for parking purposes for North Bay Landing.

2. The covenant herein entered into shall be subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida.

3. Said covenant is a prior encumbrance upon the real property described in Exhibit "B" prior to any claim of title or interest by any third party.

Handwritten initials: J, W, 2

SENT BY: TAYLOR BRION

: 8-16-95 : 3:21PM :

TAYLOR BRION-310#17578*21#1305771:# 4/ 7

REC 16914 PG 0871

4. This covenant shall run with the land and shall be binding upon the Grantor, its successors, trustees and assigns for all time in accordance with the terms hereof.

5. First Mortgagee hereby subordinates its interest as Mortgagee to the Covenant herein contained and acknowledges and agrees that its mortgage lien is subject and inferior to this Covenant Running with the Land and the conditions contained in paragraphs 1 through 4, above. First Mortgagee has joined in executing this instrument for the sole purpose of this subordination Covenant.

DATED this 18th day of August, 1995.

FIRST EQUITABLE REALTY III., LTD.
By its General Partner, First
Equitable Realty III, Inc., a
Florida corporation

[Signature]
SASHA GAMAL
JOSE PEREZ

By: *[Signature]*
Joel M. Gamal, President
Grantor

Home Savings Bank, a Federal savings
bank

[Signature]
JERROLD KNEE
PATRICIA A. MAURER


By: *[Signature]*
WILLIAM C. LEMKE, President
First Mortgagee

STATE OF FLORIDA)
 ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of August, 1995, by Joel M. Gamal, President of First Equitable Realty III, Inc., who personally appeared before me at the time of notarization, and who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

NOTARY PUBLIC:
[Signature]
State of Florida at Large
Print: DENNIS P. ELLIOTT

My Commission Expires:
August 14, 1999
Notary ID # 721681
Commission No. CC 488280 2

 DENNIS P. ELLIOTT
Notary Public, State of Florida
My Comm. Exp. 8/14/99
CC 488280 / BONDED

SENT BY:TAYLOR BRION

: 8-16-95 : 3:22PM :

TAYLOR BRION-310#17578*21#1305771:# 5/ 7

OFF REC 16914 PC 0872

STATE OF FLORIDA)

ss:

COUNTY OF DADE)

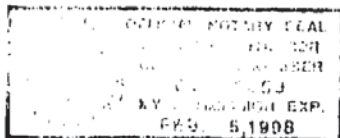
The foregoing instrument was acknowledged before me this 21 day of August, 1995, by WILLIAM C. LEMKE, V. Pres. of HOME SAVINGS BANK, F.S.B., who personally appeared before me at the time of notarization, and who is personally known to me or who has produced (personally known) as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Murray H. Dubbin
State of Florida at Large

Print: _____

My Commission Expires:



C:\DUBBIN\MORTHBAY.VTL\COVENT.LMD

This instrument was prepared by:
MURRAY H. DUBBIN
ATTORNEY AT LAW
801 Brickell Ave., Suite 1401
Miami, FL 33131-2900

SENT BY TAYLOR BRION

: 8-16-95 : 3:22PM :

TAYLOR BRION-310#17578*21#1305771:# 6/ 7

: 1-1-95 : 2:26PM :

TAYLOR BRION-310#17578*21#1305771:# 1/ 5

OFF
REF 16914 PT 0873North Bay Landing

All of Lots 1 and 2, Block 8, of FIRST ADDITION TO TREASURE ISLAND, Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida; thence run North along the East line of said Lot 2 for a distance of 69 feet to a point, thence run West along a line of 69 feet North of and parallel to the South line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 107.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida.

And

Tract A, Block 8, FIRST ADDITION OF TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02°25'14" West of the Southwest corner of said Tract "A", thence run North 63°43'21" East, a distance of 225.67 feet of the northeasterly line of said Tract A; thence North 47°53'36" West along the Northeasterly line of said Tract A; a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road 828; thence South 42°26'03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83°38'15" and a radius of 550.48 feet an arc distance of 142.63 feet through an angle of 12°33'49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57°23'06" and a radius of 25 feet and arc distance of 25.03 feet to the end of said radial return and a point on the West line of said Tract A; thence South 02°25'14" East of said West line of said Tract A a distance of 3.95 feet to the POINT OF BEGINNING.

EXHIBIT "A"

SENT BY TAYLOR BRION

8-16-95 3:29PM
4-12-95 9:26PM

TAYLOR BRION-910#17578*21#1305771:# 7/ 7
TAYLOR BRION-910#17578*21#1305771:# 5/ 5

OFF REC 16914 PG 0874

Commencing at the one-half mile post on the west line of Section 9, Township 33 South, Range 42 East, as shown on the map of highway right-of-way of proposed Northeast seventy-ninth street causeway, which same is recorded in Plat Book No. 25 at Page 79 of the Public Records of Dade County, Florida; thence North 88 degrees 41' 24" east along the center line of the above right-of-way for 1849.00 feet to a point; thence south 1 degree 37' 00" east for 88.00 feet to a point on the south right-of-way of said 79 St. Causeway; thence North 88 degrees 41' 24" east along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 287.82 feet and a central angle of 38 degrees 12' 00" for an arc distance of 371.81 feet to a point of reverse curvature; thence to the left along a curve having a radius of 488.48 feet and a central angle of 11 degrees 00' 40" for an arc distance of 136.14 feet to the point of beginning; thence continue along the aforementioned curve having a central angle of 37 degrees 02' 17" for an arc distance of 428.33 feet to a point; thence south 1 degree 37' 00" east for 208.71 feet to a point of curvature of a curve to the right; thence to the right along said curve having a radius of 881.98 feet, a central angle of 12 degrees 37' 47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 136.98 feet, a central angle of 27 degrees 45' 00" and an arc distance of 154.98 feet to a point; thence south 1 degree 37' 00" east for 14.18 feet to a point; thence south 88 degree 41' 24" west for 68.98 feet to a point; thence south 1 degree 37' 00" west for 236.39 feet to the point of beginning.

RECORDERS NOTE:
The legibility of writing, typing or printing unath-
factory in this document when received.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN,
Clerk of Circuit & County
Courts

EXHIBIT "B"

This instrument prepared by and
after recording, please return to:

Kathryn Mehaffey
Weiss Serota Helfman Cole & Bierman
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, FL 33301

Address 1850 79 Street Causeway
Folio: 23-3209-000-251
23-3209-000-253
23-3209-000-260

Reserved for Recording

FIRST AMENDMENT TO
COVENANT RUNNING WITH THE LAND

WHEREAS, The Atkinson Trust, LLC (the "Owner") is the owner of the following described real property (the "Property"), lying, being and situated in North Bay Village, Florida and legally described as:

SEE ATTACHMENT "A"

And generally located at 1850 79 Street Causeway, North Bay Village, Florida; and

WHEREAS, on September 8, 1995, Owner's predecessor in title recorded a Covenant Running with the Land in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the "Covenant") pursuant to stipulation approved by Village Resolution No. 92-39; and

WHEREAS, the "Covenant" limits the use of the Property "Solely" for parking purposes for the benefit of North Bay Landing, now named "Grandview Palace"; and

WHEREAS, the Covenant is subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, Owner desires to allow for use of the property for development in addition to the parking for Grandview Palace; and

WHEREAS, Owner, with approval of the Village Commission of North Bay Village, Florida, as granted in Resolution No. 2018-095, desires to amend the Covenant to provide for redevelopment of the property in conjunction with parking required by the Village for Grandview Palace.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

A. The above recitals are true and correct, and are hereby incorporated by reference.

B. The Covenant Running with the Land is hereby amended as follows:

Paragraph 1. Is hereby amended as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use ~~solely~~ for parking purposes for North Bay Landing (now known as "Grandview Palace") in addition to other uses which may be developed on the property as permitted by the Village Land Development Regulations.

C. The Covenant Running with the Land, as amended by this First Amendment, remains in full force and effect in accordance with the terms and conditions thereof. All other terms, covenants, stipulations and Resolutions not otherwise amended are hereby confirmed and ratified.

IN WITNESS WHEREOF, Owner has executed this Covenant this 8th of November, 2018.

WITNESSES:

THE ATKINSON TRUST, LLC

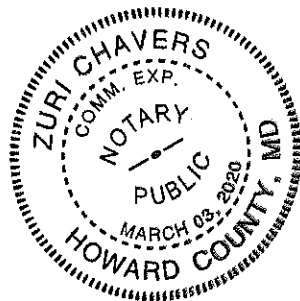
[Signature]
Print Name: Mark Casey

By: [Signature]
Katherine Edwards

[Signature]
Print Name: Stephen J. Gammon Jr.

Maryland
STATE OF FLORIDA)
Baltimore SS
COUNTY OF ~~MIAMI-DADE~~

The foregoing instrument was acknowledged before me this 8th day of November, 2018, by Katherine Edwards, as President of Atkinson Trust. Personally Known NA or Produced Identification Drivers license
Type of Identification Produced Drivers license



[Signature]
Print or Stamp Name:
Notary Public, State of Maryland
Commission No.: N/A
My Commission Expires: 03-03-2020

ATTACHMENT "A"

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

**OFFICIAL
DOCUMENT**

RESOLUTION NO. 2018-095

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY ATKINSON TRUST, LLC TO AMEND THE COVENANT RUNNING WITH THE LAND RECORDED AT BOOK 16914 PAGE 0872 FOR PROPERTY GENERALLY LOCATED AT 1850 79TH STREET CAUSEWAY TO ALLOW REDEVELOPMENT OF THE PROPERTY FOR PARKING FOR GRANDVIEW PALACE AND ADDITIONAL USES AS PERMITTED BY THE VILLAGE LAND DEVELOPMENT REGULATIONS; PROVIDING AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER LEWIS VELKEN)*

WHEREAS, Atkinson Trust, LLC (the “Owner”) has submitted a request to amend the Covenant Running with the Land recorded in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the “Covenant”) for property generally located at 1850 79th Street Causeway (the “Property”); and

WHEREAS, on September 8, 1995, Owner’s predecessor in title recorded the Covenant subsequent to litigation; and

WHEREAS, the Covenant limits the use of the Property “Solely” for parking purposes for the benefit of North Bay Landing, now named “Grandview Palace”; and

WHEREAS, Owner desires to allow for use of the property for development in addition to providing the parking for Grandview Palace; and

WHEREAS, the Covenant is subject to modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, amendment of the Covenant does not alter the parking requirements for the Grandview Palace Condominium which must be met on the Property which was approved by the Village in the Stipulation approved by the Village in Resolution No. 92-39; and

WHEREAS, the “First Amendment To Covenant Running With The Land” attached hereto as Exhibit “A” (the “Amended Covenant”), revises the Covenant to delete the word “Solely” and allow for perpetual use of the Property for parking for Grandview Palace Condominium in addition to other uses which may permitted by the Village Land Development Regulations; and

WHEREAS, the Amended Covenant will preserve required parking while supporting redevelopment and Village goals for community revitalization.

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

Section 1. Recitals.

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

Section 2. Approval.

The “First Amendment To Covenant Running With The Land” for property located at 1850 79th Street Causeway, attached hereto and incorporated herein as Exhibit “A” is hereby approved.

Approval of this request does not constitute a development approval and does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Section 3. Effective Date.

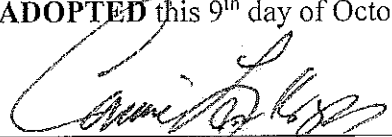
This Resolution shall become effective upon its adoption.

The foregoing Resolution was offered by Vice Mayor Andreana Jackson, who moved for its adoption. This motion was seconded by Commissioner Laura Cattabriga, and upon being put to a vote, the vote was as follows:


FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Andreana Jackson	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Laura Cattabriga	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED and ADOPTED this 9th day of October 2018.

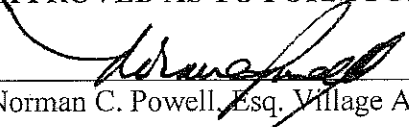


Connie Leon-Kreps, Mayor

ATTEST:


Graciela Maniot
Interim Village Clerk

APPROVED AS TO FORM FOR THE USE OF NORTH BAY VILLAGE:



Norman C. Powell, Esq. Village Attorney

EXHIBIT A
Proposed First Amendment to
COVENANT RUNNING WITH THE LAND

This instrument prepared by and
after recording, please return to:

Kathryn Mehaffey
Weiss Serota Helfman Cole & Bierman
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, FL 33301

Address 1850 79 Street Causeway
Folio: 23-3209-000-251
23-3209-000-253
23-3209-000-260

Reserved for Recording

FIRST AMENDMENT TO
COVENANT RUNNING WITH THE LAND

WHEREAS, The Atkinson Trust, LLC (the "Owner") is the owner of the following described real property (the "Property"), lying, being and situated in North Bay Village, Florida and legally described as:

SEE ATTACHMENT "A"

And generally located at 1850 79 Street Causeway, North Bay Village, Florida;
and

WHEREAS, on September 8, 1995, Owner's predecessor in title recorded a Covenant Running with the Land in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the "Covenant") pursuant to stipulation approved by Village Resolution No. 92-39; and

WHEREAS, the "Covenant" limits the use of the Property "Solely" for parking purposes for the benefit of North Bay Landing, now named "Grandview Palace"; and

WHEREAS, the Covenant is subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, Owner desires to allow for use of the property for development in addition to the parking for Grandview Palace; and

WHEREAS, Owner, with approval of the Village Commission of North Bay Village, Florida, as granted in Resolution No. _____, desires to amend the Covenant to provide for redevelopment of the property in conjunction with parking required by the Village for Grandview Palace.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

A. The above recitals are true and correct, and are hereby incorporated by reference.

B. The Covenant Running with the Land is hereby amended as follows:

Paragraph 1. Is hereby amended as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use solely for parking purposes for North Bay Landing (now known as "Grandview Palace") in addition to other uses which may be developed on the property as permitted by the Village Land Development Regulations.

C. The Covenant Running with the Land, as amended by this First Amendment, remains in full force and effect in accordance with the terms and conditions thereof. All other terms, covenants, stipulations and Resolutions not otherwise amended are hereby confirmed and ratified.

IN WITNESS WHEREOF, Owner has executed this Covenant this _____ of _____, 2018.

WITNESSES:

THE ATKINSON TRUST, LLC

Print Name: _____

By: _____
James Edwards

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of _____ . Personally Known _____ or Produced

Identification _____.

Type of Identification Produced _____

Print or Stamp Name:
Notary Public, State of _____
Commission No.: N/A
My Commission Expires:

ATTACHMENT "A"

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.



**WEISS SEROTA HELFMAN
COLE & BIERMAN**

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

KATHRYN MEHAFFEY, ESQ.
KMEHAFFEY@WSH-LAW.COM

December 27, 2018

VIA HAND DELIVERY

Ms. Graciela Mariot
Interim Village Clerk
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

VIA EMAIL

Mr. Jim LaRue
Mr. Ben Smith
LaRue Planning and Management
Village Planning
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

RE: Resubmittal of Site Plan Application for property generally located at 1850 79th Street Causeway, for Extra Space Storage with retail and off-site parking for Grandview

Dear Ms. Mariot, Mr. LaRue, and Mr. Smith:

This law firm represents Baranof Holdings, LLC, the Applicant, for property located at 1850 79th Street Causeway in North Bay Village, commonly known as the K-Lot (the "Property"). This letter shall serve as the Applicant's letter of intent for Site Plan Application to develop the Property with an Extra Space Storage facility, ground level retail and off-site parking for Grandview Palace Condominiums ("Grandview"). A concurrent waiver application, pursuant to Section 9.3.D. of the Village Code, will address Grandview's parking requirement in more detail.

Revisions. At the time of the original site plan submittal, the Village was considering zoning code amendments which proposed to change the front setback along the South side of Kennedy Causeway from 60 feet to 30 feet. Those changes are not currently scheduled for second reading and so adjustments to the site plan have been made to shift the front setback from approximately 57 feet to 60 feet to meet the existing front setback requirement. This shift revises the traffic flow in the rear of the Property and the angle of the parking behind the building. There are no changes to the building layout or other site features. In addition, the parking waiver application which was being developed

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 27, 2018
Page 2 of 5

has been adjusted to provide 20 extra parking spaces for Grandview Palace (total of 75 parking spaces as detailed in the separate parking waiver application), which allows 26 parking spaces which can be made available for public use on an hourly or monthly basis.

The Property. The Property, consisting of 1.93 acres and zoned CG General Commercial (“CG”), is located at 1850 79th Street Causeway on the south side of the Causeway, just north of Treasure Island Elementary School. The Property is currently used as a surface parking lot for Grandview pursuant to a 1992 Stipulation, approved by the Village in Resolution 92-39, and a subsequent Covenant, which requires that the Property provide parking for Grandview in perpetuity. The Resolution, Stipulation, Covenant and recent Covenant Amendment are attached as Exhibit “A.”

The Project. The proposed Project consists of a 142,530 square foot Extra Space self-storage facility, with 4,000 square feet of ground floor retail space. In addition, the Project will include parking for the proposed on-site improvements, a number of parking spaces open to the public, and as required by the Stipulation and the Covenant, off-site parking for Grandview. The proposed uses are permitted by right under the Village Zoning Code and the Project complies with all Code requirements under the existing Village Code.

The Project, as a self-storage facility, offers a unique opportunity for the Village. Currently the site is developed as a surface parking lot with 183 parking spaces which may be used only by Grandview Palace residents and guests. The site has little aesthetic appeal and does not contribute to the creation of a walkable, neighborhood oriented environment which the Village has been striving for. In order for the Property to contribute to the enhancement of the character and walkability of the Village, there must be conscientious redevelopment of the site that is inclusive of the Grandview parking – in a manner that will provide character, interest, and compatibility in scale with surrounding uses.

Under the Village Code, self-storage facilities have a parking requirement of 1 space per 8,000 square feet of storage area. Based on the proposed 142,530 square foot self-storage facility and the 4,000 square feet of on-site ground level retail, 38 parking spaces are required. The same amount of office development would require 488 parking spaces. A more traditional project (office or retail which has an even higher parking requirement) would be required to build a much larger structure that increases the building envelope and height in order to accommodate all the required parking for the on-site development and the additional Grandview parking. It is uncertain whether this can be accomplished at all. In contrast, the proposed self-storage Project provides ample setbacks, meets its on-site parking requirement, provides parking for Grandview in addition to a number of public parking spaces, and maintains the height at just under 98 feet, well below both the existing 130 feet and proposed 150+ height maximums. The proposed uses will provide necessary services to area residents and will draw visitors from the east where the outer island communities have no storage facilities available.

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 27, 2018
Page 3 of 5

Site Plan Review. The Project is classified as a major development under Section 5.4 of the Village Code. In addition to reviewing the Project under the requirements of the Code, Section 5.8 B.9.c. of the Village Code provides the Project should have a design and arrangement which:

- (1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Response: The proposed Project provides a community service, will offer quality ground-floor retail space, meet the Grandview parking requirements as determined by the Commission, provide some public parking, and maintain a structure with ample setbacks and a height of 98 feet, well below the current and proposed maximums (130 current/150+proposed). Loading/Unloading for the storage facility is behind the ground floor retail, inside the structure and thus not visible from the Causeway or adjoining properties.

- (2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Response: The proposed Project provides all on-site parking required by the code, in addition to off-site parking for Grandview Palace and some public parking as well. All site circulation, loading, and unloading is provided on-site. In contrast to the open surface parking, the Project incorporates covered garage parking, significant landscaping and convenient ground level parking for ground floor retail uses. Loading/unloading docks are located inside the structure, behind the ground floor retail to eliminate visual impacts and ensure there are no impacts on Kennedy Causeway.

- (3) Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Response: The proposed Project provides significant building setbacks and at 98 feet, is well below maximum height limits. Façade treatment and site landscaping are intended to complement the visual character of the Village.

- (4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Response: The Analysis of Services and Traffic Analysis Reports included with this Application demonstrate there are adequate water and sewer services available to maintain

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 27, 2018
Page 4 of 5

the Village's adopted levels of service. The Traffic Analysis demonstrates the Project will not have an impact on the transportation network.

Concurrent Application. In the course of performing due diligence during the contracting process, the Applicant was made aware of the K-Lot relationship with Grandview and the obligations that will remain on the site. The Grandview parking requirement can, to some degree, be incorporated into the site design, because of the low trip generation rates for the proposed self-storage use. It also became evident during the site review that the K-Lot, which currently consists of 183 surface parking spaces, was significantly underutilized.

In addition to the traditional traffic study for the Project itself, the Applicant undertook a detailed parking analysis evaluating the Grandview Palace parking needs considering the historic and current uses, the grandfathered parking requirements for grandfathered uses and the current parking requirements for new and expanded uses. The study also included a study of utilization rates of both the K-Lot (Grandview off-site parking) and Grandview on-site parking. Peak hour demand was calculated and considered throughout the process. The grandfathered uses include 506 two-bedroom apartment units, 670 square feet of office space, 15,200 square feet of retail, and a marina with 106 slips and 32 davits. These grandfathered uses have a court determined parking requirement of 1,119 parking spaces, based on then existing code requirements, per the Stipulation and Village Resolution. Parking requirements were calculated for uses that were added, changed or expanded after 1992, based on the current Code requirements. Due to the mixed use nature of the Grandview development and recognition that some of the retail and office uses serve only the residents, a shared parking analysis for the Grandview property was also conducted. Parking for Grandview will be provided on the Grandview property and on the K-Lot. All parking for the redevelopment on the K-Lot will be provided on-site on the K-Lot property.

Based on: (1) the aforementioned analyses and inventories; (2) the difficulty of providing 183 parking spaces while maintaining a lower impact site design and; (3) Grandview's contention (validated by an independent study) that they do not utilize the majority of the 183 parking spaces located on the K-Lot, Grandview is applying for a waiver of parking requirements, pursuant to Section 9.3D. of the Village Code. That waiver application (or in the alternate a variance request) will be filed under separate cover, but is conditionally related to this Site Plan Application.

Utilization rates demonstrate significant underutilization of the K-Lot parking areas. This is true even though, for pure convenience and consistency, Grandview currently requires all guests to park on the K-Lot. The waiver requests a reduction in the number of K-Lot spaces from 183 to 75 which exceeds the maximum peak hour usage and demand by 20 spaces, ensuring there is never a shortage. With the reduction of *Grandview* required K-Lot spaces, the Applicant can provide an additional 26 spaces which can be made available for public parking. These are in addition to the 38 required parking spaces for the new self-storage and retail space development, all of which are located

Ms. Graciela Mariot
Mr. Jim LaRue
Mr. Ben Smith
December 27, 2018
Page 5 of 5

on the K-Lot Property. The detailed documentation and findings are provided in the Waiver Application. That Waiver Application requires a separate public hearing and application but is directly related to and conditioned on this Site Plan Application.

In summary, the Applicant believes that the proposed Site Plan provides a Project that is a compatible and valuable addition to the Village that will not only increase the tax-base and economic vitality, but continue to meet the Grandview parking needs, increase available public parking, and contribute effectively to the quality and character of North Bay Village. Based on the forgoing, we look forward to your favorable recommendation. Should you have any questions or concerns regarding this Application, please do not hesitate to call me at 954-763-4242.

Very truly yours,



Kathryn Mehaffey

RESOLUTION NO. R92-39

A RESOLUTION OF THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO SETTLEMENT OF CERTAIN LITIGATION BETWEEN THE CITY AND FLAMINGO HOLDING PARTNERS AND THE BANK OF NEW YORK; RESOLVING THE ISSUE OF PARKING REQUIREMENTS OF THAT PROJECT KNOWN AS FLAMINGO PLAZA/NORTH BAY LANDING; MAKING FINDINGS OF FACT APPROVING A PROPOSED STIPULATION FOR SETTLEMENT AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of North Bay Village has been a party to an action styled GORDON vs. HOLLO recently and presently pending in the Circuit Court for the Eleventh Judicial Circuit in and for Dade County, Florida, Case No. 90-10330-CA-28, and

WHEREAS, said case has proceeded to final judgment of foreclosure entered on July 4, 1992, and

WHEREAS, appeals have been taken by various parties from said Order which said appeals are presently pending in the Third District Court of Appeal for the State of Florida, Case No. 92-02446, and

WHEREAS, the primary issues involving the City before the Trial Court were:

- (a) the viability of a unity of title covenant;
- (b) development rights transferred to the Project known as FLAMINGO PLAZA/NORTH BAY LANDING from the adjacent property to the south known as CARIBBEAN TOWERS, and
- (c) required parking to accommodate the FLAMINGO PLAZA/NORTH

BAY LANDING Project and

WHEREAS, the Final Judgment of Foreclosure resolves the issue of the unity of title as relates to Caribbean Towers and the issue of transfer of development rights from CARIBBEAN TOWERS (subject to future appellate action) said Judgment addresses but does not resolve the issue of parking at FLAMINGO PLAZA/NORTH BAY LANDING, and

WHEREAS, the aforesaid litigation has continued for several years at substantial cost to the City for Court costs, attorney's fees, and administrative time and effort, and

WHEREAS, a proposal has been made by FLAMINGO HOLDING PARTNERSHIP as titleholder to said Project to provide permanent parking to accommodate the parking requirements of the Project and

WHEREAS, the City Manager and City Attorney have negotiated with FLAMINGO HOLDING PARTNERSHIP and THE BANK OF NEW YORK, which negotiations have resulted in a proposed Stipulation for Settlement, a copy of which is attached hereto and made a part of this Resolution in its entirety, and


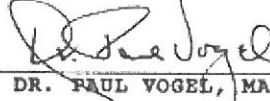
WHEREAS, it is the intent and desire of this Commission in the best interest of the City to resolve litigation where appropriate and to avoid future litigation to the extent possible, and the Commission finds that the settlement proposed in said Stipulation will at least resolve the pending litigation between the City and FLAMINGO HOLDING PARTNERSHIP/BANK OF NEW YORK and obviate future litigation concerning the issues pending between said parties,

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

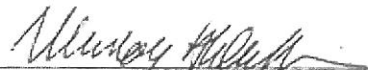
Section 1: The Stipulation which is attached to and made a part of this Resolution is approved in its entirety as presented and the City Attorney is authorized to execute the same on behalf of the City;

Section 2: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 22ND day of December, 1992.

Attest	 _____ Sally MacDonald, City Clerk	 _____ DR. PAUL VOGEL, MAYOR
	JAMES DiPietro CITY MANAGER	

APPROVED AS TO FORM :



 Murray H. Dubbin,
 City Attorney

FINAL ADOPTION:

Mayor Paul Vogel	<u>Yes</u>
Vice Mayor Irving Leighton	<u>Aye</u>
Commissioner Alvin M. Blake	<u>Yes</u>
Commissioner George Rodriguez	<u>Yes</u>
Commissioner Deborah Mash-Geller	<u>Absent</u>

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

ROBERT GORDON,

CASE NO. 10330-CA-28

Plaintiff,

vs.

TIBOR HOLLO, et al.,

Defendants.

STIPULATION

The undersigned counsel for three of the parties to this action, to-wit: NORTH BAY VILLAGE (the "CITY"), THE BANK OF NEW YORK (the "BANK"), and FLAMINGO HOLDING PARTNERSHIP ("FHP"), hereby stipulate and agree as follows:

RECITALS:

1. On July 24, 1992, the Circuit Court of Dade County, Florida, entered its Final Judgment of Foreclosure in the above cause which said that final judgment is made a part of this Stipulation by reference. (The Judgment)

2. Notices of Appeal have been filed by the Bank and FHP, Florida East Coast Properties, as well as ROBERT GORDON, Plaintiff, whereby the matters which are the subject of appeal are presently pending in the Third District Court of Appeal, albeit, there continued to be undisposed issues remaining for resolution pending before the Circuit Court in the above styled case. BANK and FHP represent that FHP as titleholder has full authorization to bind the Project, as hereinafter defined, to the terms of this Stipulation.

CASE NO. 90-10330-CA-28

3. This case has resulted in the foreclosure of a mortgage on the property to the south of North Bay Landing, creating an issue as to the adequacy of the motor vehicle parking at North Bay Landing. Originally, North Bay Landing and the foreclosed property were under common ownership and a common parking arrangement. The purpose of this Stipulation is only to address and resolve the motor vehicle parking issue between the CITY and FHP. FHP represents that it is aware of no other issues to be resolved between the CITY and other parties to this Stipulation.

4. The North Bay Landing project (the "Project"), is defined to mean that real property situated and lying in North Bay Village, Florida, which is described in Exhibit "A" attached hereto and made a part hereof. Said property contains improvements consisting of residential apartment units, retail area, slips presently in place or approved for completion and parking facilities all as presently in place or approved for completion and parking facilities, all as presently in place or approved and permitted for completion; these improvements are also described in Exhibit "A."

5. The Bank has acted as lead lender and mortgage holder of record with respect to the Project which was originally developed as Flamingo Plaza. In March of 1990, FHP acquired title to the Project from the original developer.

6. The project was developed pursuant, in part, to variances granted by the CITY in 1982 and litigation which interpreted and construed said variances which said litigation was completed in

CASE NO. 90-10330-CA-28

1984.

7. The instant litigation involving the Project has been and continues to be extensive and costly. It is the intent and purpose of the parties to settle and resolve all disagreements between them relating to parking requirements for the Project and such other issues as may hereafter be addressed in order to settle and resolve all present litigation and prevent future litigation between the parties to this Stipulation.

Now Then, in consideration of the premises and mutual covenants this day entered into it is hereby agreed as follows:

1. The Project requires 1119 parking spaces based on the number and mix of residential units, the existing retail area, and boat slips presently in place or approved for completion. Of said 1119 spaces, 22 shall conform to applicable City Code requirements for handicapped parking.

2. Said 1119 spaces shall conform to current City Code requirements as relates to the percentage of allowable spaces that may be classified as "compact" spaces.

3. FHP shall at FHP's expense, retain an AIA member Florida licensed architect to certify to the CITY the number and type of conforming spaces available to serve North Bay Landing.

4. The parties understand and agree that the number and mix of parking spaces as set forth above will not entitle FHP, including its successors and assigns, to additional project growth (such as, for example, additional residential units, retail

CASE NO. 90-10330-CA-28

facilities, or marina slips) without subsequent application and other compliance with the applicable provisions of the comprehensive master plan, zoning code, building code, ordinances, and other requirements as then in effect. This Stipulation shall not serve to bind the CITY to the grant of any future variances or special use exceptions which may be applied for by FHP, its successors or assigns.

5. FHP and the BANK propose to acquire an offsite parcel to be utilized for offsite parking to supplement the onsite parking at North Bay Landing. The proposed parcel is depicted on Exhibit "B" by location sketch and legal description, and same is attached hereto and made a part hereof. It is agreed that if said property is properly developed, paved, and striped in accordance with the City and County Code, and with ingress and egress approved by the State Department of Transportation, it may be used to provide parking to supplement onsite parking at North Bay Landing.

6. In the event of acquisition of said offsite parcel or any other offsite parcel acquired by FHP, its successors and/or assigns, for parking purposes and approved by the CITY that FHP, its successors and/or assigns, shall enter into and record a covenant running with the land approved by the City Attorney which commits the land for perpetual use for parking purposes for North Bay Landing. Said covenant shall provide that it shall be subject to release or modification only by resolution of the CITY Commission. Such a covenant shall be a prior encumbrance upon the

SENT BY:TAYLOR BRION

3- 2-95 : 10:27 :

305 571 4578- 241Z_ G-11 11A1 02:1# 6:12

CASE NO. 90-10330-CA-28

property and shall be joined in by all parties who have or claim a title or lian interest in and upon the property.

7. The parties agree that except for performance of the mutual covenants contained and set forth in this Stipulation, and payment by FHP for repair of a damaged sewer line on East Treasure Drive, that each party releases the other of and from all known claims, actions, rights of action, causes, demands or accountings that each has against the other up to and including the date of these presents. Said Release shall be binding upon the parties, their successors and assigns.

8. The parties jointly move this Court to ratify and approve the foregoing Stipulation.

DATED this 28th of December, 1992.

Respectfully submitted,

THE BANK OF NEW YORK and
FLAMINGO HOLDING PARTNERSHIP:

COLL DAVIDSON, CARTER, SMITH,
SALTER & BARKETT, P.A.
3200 - Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131
Ph: (305) 373-5200

By: *Vance E. Salter*
VANCE E. SALTER
Fla. Bar No. 232981

SENT BY:TAYLOR BRION

3- 2-95 : 10:28 :

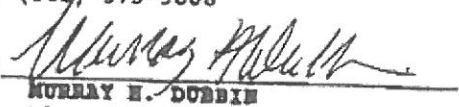
305 1578- ?41Z_ Q1# 11A! 82:# 7/12

CASE NO. 90-10330-CA-28

FOR THE CITY OF NORTH BAY VILLAGE:

DUBBIN, BERKMAN, BLOOM & KARAM
650 - Rivergate Plaza
444 Brickell Avenue
Miami, Florida 33131
Ph: (305) 373-3606

By:



MURRAY H. DUBBIN
Fla. Bar No. 020703

SENT BY:TAYLOR BRION

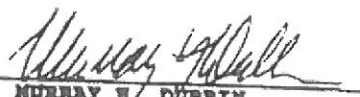
: 3- 2-95 : 10:28 :

3 371 4578- ?41Z_ GJE KA! 02:4

CASE NO. 90-10330-CA-28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Stipulation has been forwarded by U.S. Mail to those listed on the attached Service List this 30th day of December, 1992.

By: 
MURRAY R. DUBBIN

Tract A, Block 8, First Addition of Treasure Island, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02° 25' 14" West of the Southwest corner of said Tract "A"; thence run North 63° 43' 21" East, a distance of 225.67 feet of the northeasterly line of said Tract "A"; thence North 47° 53' 36" West along the Northeasterly line of said Tract "A" a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road #28; thence South 42° 26; 03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83° 38' 15" and a radius of 650.48 feet an arc distance of 142.63 feet through an angle of 12° 33' 49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57° 25' 06" and a radius of 25 feet an arc distance of 35.05 feet to the end of said radial return and a point on the West line of said Tract "A"; thence South 02° 25' 14" East of said West line of said Tract "A" a distance of 3.95 feet to the POINT OF BEGINNING.

EXHIBIT "A"

SENT BY:TAYLOR BRION

3- 2-95 : 10:28 :

305 1578- 2412_ Q-11 NA1 02:10/12

All of Lots 1 and 2, Block 8, FIRST ADDITION TO TREASURE ISLAND, Plat Book 53 at Page 65 of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53, at page 65 of the Public Records of Dade County, Florida; thence run North along the East Line of said Lot 2 for a distance of 69 feet to a point; thence run West along a line of 69 feet North of and parallel to the South Line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 187.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53 at Page 65, of the Public Records of Dade County, Florida.

PLUS Improvements as Existing or Approved for Completion:

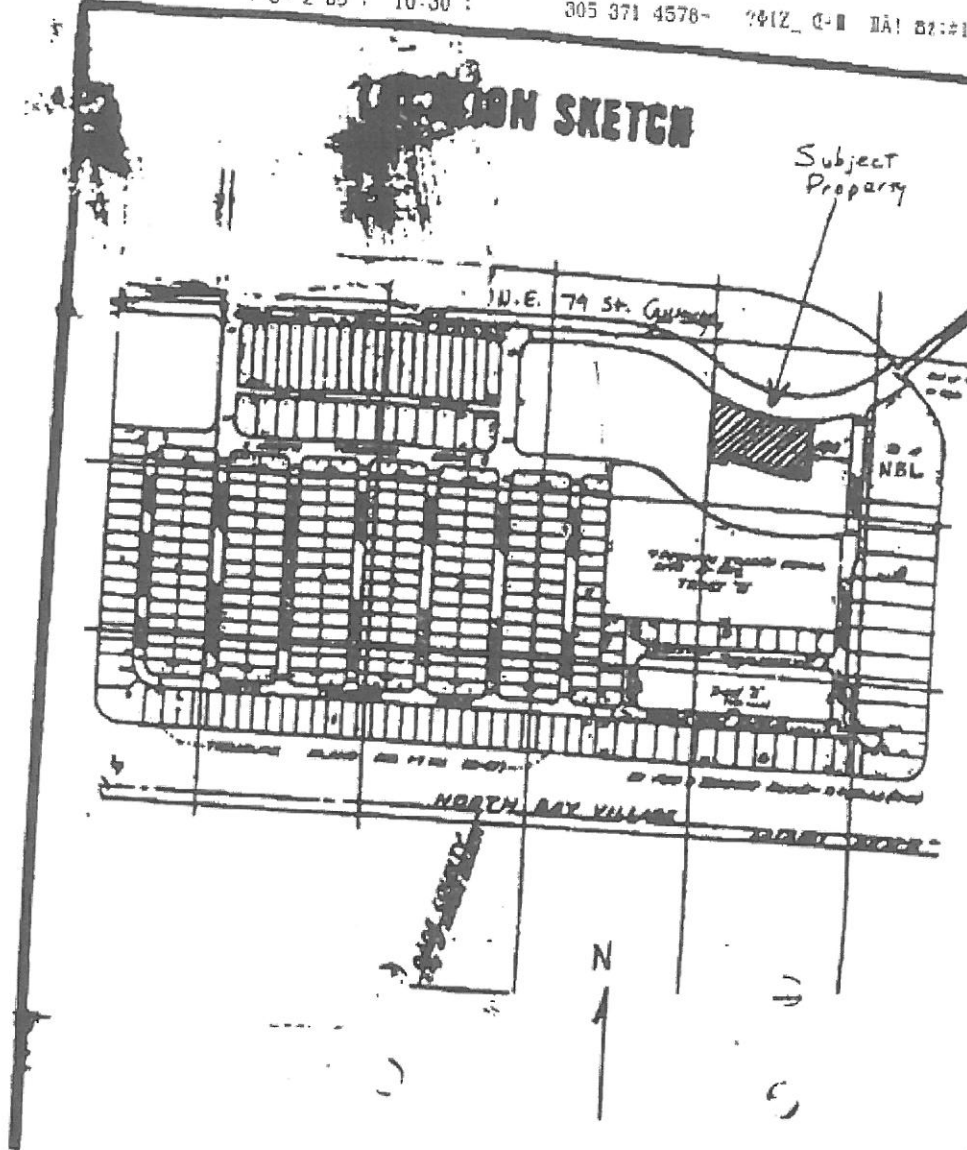
506 Two-Bedroom Apartment Units
 670 Sq. Ft. Office Space
 15,200 Sq. Ft. Retail Space
 Marina Facility with 106 Slips and 32 Davits

-2-

SENT BY: TAYLOR BRION

: 3-2-95 : 10:30 :

305 371 4578- 7412, C-11 DA! 52:#11/1:



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 highway right-of-way of proposed Northeast seventy-ninth street causeway, which same is recorded in Plat Book No. 25 at Page 70 of the Public Records of Dade County, Florida; Thence North 88 degrees 41' 24" east along the center line of the above right-of-way for 1560.00 feet to a point; thence south 1 degree 37' 00" east for 30.00 feet to a point on the south right-of-way of said 79 St. Causeway; thence North 88 degrees 41' 24" east along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 887.82 feet and a central angle of 38 degrees 12' 00" for an arc distance of 371.81 feet to a point of reverse curvature; thence to the left along a curve having a radius of 650.48 feet and a central angle of 11 degrees 09' 40" for an arc distance of 126.14 feet to the point of beginning; thence continue along the aforementioned curve having a central angle of 37 degrees 02' 17" for an arc distance of 420.23 feet to a point; thence south 1 degree 37' 00" east for 208.71 feet to a point of curvature of a curve to the right; thence to the right along said curve having a radius of 853.98 feet, a central angle of 12 degrees 57' 47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 324.98 feet, a central angle of 27 degrees 40' 09" and an arc distance of 156.95 feet to a point; thence south 1 degree 37' 00" east for 18.18 feet to a point; thence south 88 degree 41' 24" west for 68.95 feet to a point; thence north 1 degree 37' 00" west for 238.39 feet to the point of beginning.

EXHIBIT B

Reinaldo Trujillo
 7601 E. Treasure Dr. Unit 1511
 North Bay Village, Fl. 33141
mltra@bellsouth.net

EXHIBIT A

16914 0870

95R36664 1 1995 SEP 08 15:50

COVENANT RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS that the undersigned, First Equitable Realty IIT, Ltd., a Florida limited partnership, hereafter referred to as Grantor joined by Home Savings Bank, F.S.B., First Mortgagee for in and in consideration of Ten Dollars (\$10.00) and other and good valuable considerations received by it from the City of North Bay Village, Florida hereby covenants and agrees as follows:

1. RECITALS.

A. Grantor is the fee simple titleholder in and to that real property situate lying and being in the City of North Bay Village, Dade County, Florida (City), which is more fully described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof ("North Bay Landing") and North Bay Landing Parking Lot respectively.

B. First Mortgagee is the owner and holder of the first and only mortgage upon and against the property described in Exhibit "A" and in Exhibit "B" and joins in executing this instrument for the sole purpose of subordinating its mortgage lien to the rights of the City under this instrument.

C. On December 28, 1992, the Grantor's predecessor in title and the City entered into a Stipulation for purposes of settlement and resolution of litigation between the parties. A true copy of said Stipulation was recorded in Official Records Book 15785, Page 1512 of the Public Records of Dade County, Florida and is made a part of this covenant by reference although not physically attached hereto.

D. Under said Stipulation, the real property described in Exhibit "B" attached, as designated to be used for parking for the property described in Exhibit "A" (North Bay Landing).

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants this day entered into, Grantor hereby covenants and agrees as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use solely for parking purposes for North Bay Landing.

2. The covenant herein entered into shall be subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida.

3. Said covenant is a prior encumbrance upon the real property described in Exhibit "B" prior to any claim of title or interest by any third party.

Handwritten initials: J
2 W

SENT BY: TAYLOR BRION

: 8-16-95 : 3:21PM :

TAYLOR BRION-310#17578*21#1305771:# 4/ 7

REC 16914 PG 0871

4. This covenant shall run with the land and shall be binding upon the Grantor, its successors, trustees and assigns for all time in accordance with the terms hereof.

5. First Mortgagee hereby subordinates its interest as Mortgagee to the Covenant herein contained and acknowledges and agrees that its mortgage lien is subject and inferior to this Covenant Running with the Land and the conditions contained in paragraphs 1 through 4, above. First Mortgagee has joined in executing this instrument for the sole purpose of this subordination Covenant.

DATED this 18th day of August, 1995.

FIRST EQUITABLE REALTY III., LTD.
By its General Partner, First
Equitable Realty III, Inc., a
Florida corporation

[Signature]
SASHA GAMAL
JOSE PEREZ

By: *[Signature]*
Joel M. Gamal, President
Grantor

Home Savings Bank, a Federal savings
bank

[Signature]
JERROLD KNEE
PATRICIA A. MAURER


By: *[Signature]*
WILLIAM C. LEMKE, President
First Mortgagee

STATE OF FLORIDA) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of August, 1995, by Joel M. Gamal, President of First Equitable Realty III, Inc., who personally appeared before me at the time of notarization, and who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

NOTARY PUBLIC:
[Signature]
State of Florida at Large
Print: DENNIS P. ELLIOTT

My Commission Expires:
August 14, 1999
Notary ID # 721681
Commission No. CC 488280 2

 DENNIS P. ELLIOTT
Notary Public, State of Florida
My Comm. Exp. 8/14/99
CC 488280 / BONDED

SENT BY:TAYLOR BRION

: 8-16-95 : 3:22PM :

TAYLOR BRION-310#17578*21#1305771:# 5/ 7

OFF REC 16914 PC 0872

STATE OF FLORIDA)

ss:

COUNTY OF DADE)

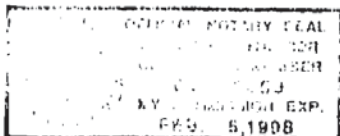
The foregoing instrument was acknowledged before me this 21 day of August, 1995, by WILLIAM C. LEMKE, V. Pres. of HOME SAVINGS BANK, F.S.B., who personally appeared before me at the time of notarization, and who is personally known to me or who has produced (personally known) as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Murray H. Dubbin
State of Florida at Large

My Commission Expires:

Print: _____



C:\DUBBIN\MORTHBAY.VTL\COVENT.LMD

This instrument was prepared by:
MURRAY H. DUBBIN
ATTORNEY AT LAW
801 Brickell Ave., Suite 1401
Miami, FL 33131-2900

SENT BY TAYLOR BRION

: 8-16-95 : 3:22PM :

TAYLOR BRION-310#17578*21#1305771:# 6/ 7

: 1-1-95 : 2:26PM :

TAYLOR BRION-310#17578*21#1305771:# 1/ 5

OFF
RE: 16914 PT 0873North Bay Landing

All of Lots 1 and 2, Block 8, of FIRST ADDITION TO TREASURE ISLAND, Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida; thence run North along the East line of said Lot 2 for a distance of 69 feet to a point, thence run West along a line of 69 feet North of and parallel to the South line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 107.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida.

And

Tract A, Block 8, FIRST ADDITION OF TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02°25'14" West of the Southwest corner of said Tract "A", thence run North 63°43'21" East, a distance of 225.67 feet of the northeasterly line of said Tract A; thence North 47°53'36" West along the Northeasterly line of said Tract A; a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road 828; thence South 42°26'03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83°38'15" and a radius of 550.48 feet an arc distance of 142.63 feet through an angle of 12°33'49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57°23'06" and a radius of 25 feet and arc distance of 25.03 feet to the end of said radial return and a point on the West line of said Tract A; thence South 02°25'14" East of said West line of said Tract A a distance of 3.95 feet to the POINT OF BEGINNING.

EXHIBIT "A"

SENT BY TAYLOR BRION

8-16-95 3:29PM
4-12-95 9:26PM

TAYLOR BRION-910#17578*21#1305771:# 7/ 7
TAYLOR BRION-910#17578*21#1305771:# 5/ 5

OFF REC 16914 PG 0874

Commencing at the one-half mile post on the west line of Section 9, Township 33 South, Range 42 East, as shown on the map of highway right-of-way of proposed Northeast seventy-ninth street causeway, which same is recorded in Plat Book No. 25 at Page 79 of the Public Records of Dade County, Florida; thence North 88 degrees 41' 24" east along the center line of the above right-of-way for 1849.00 feet to a point; thence south 1 degree 37' 00" east for 88.00 feet to a point on the south right-of-way of said 79 St. Causeway; thence North 88 degrees 41' 24" east along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 287.82 feet and a central angle of 38 degrees 12' 00" for an arc distance of 371.81 feet to a point of reverse curvature; thence to the left along a curve having a radius of 488.48 feet and a central angle of 11 degrees 00' 40" for an arc distance of 136.14 feet to the point of beginning; thence continue along the aforementioned curve having a central angle of 37 degrees 02' 17" for an arc distance of 428.33 feet to a point; thence south 1 degree 37' 00" east for 208.71 feet to a point of curvature of a curve to the right; thence to the right along said curve having a radius of 881.98 feet, a central angle of 12 degrees 37' 47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 136.98 feet, a central angle of 27 degrees 45' 00" and an arc distance of 154.98 feet to a point; thence south 1 degree 37' 00" east for 14.18 feet to a point; thence south 88 degree 41' 24" west for 68.98 feet to a point; thence north 1 degree 37' 00" west for 236.39 feet to the point of beginning.

RECORDERS NOTE:
The legibility of writing, typing or printing unath-
factory in this document when received.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN,
Clerk of Circuit & County
Courts

EXHIBIT "B"

This instrument prepared by and
after recording, please return to:

Kathryn Mehaffey
Weiss Serota Helfman Cole & Bierman
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, FL 33301

Address 1850 79 Street Causeway
Folio: 23-3209-000-251
23-3209-000-253
23-3209-000-260

Reserved for Recording

FIRST AMENDMENT TO
COVENANT RUNNING WITH THE LAND

WHEREAS, The Atkinson Trust, LLC (the "Owner") is the owner of the following described real property (the "Property"), lying, being and situated in North Bay Village, Florida and legally described as:

SEE ATTACHMENT "A"

And generally located at 1850 79 Street Causeway, North Bay Village, Florida; and

WHEREAS, on September 8, 1995, Owner's predecessor in title recorded a Covenant Running with the Land in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the "Covenant") pursuant to stipulation approved by Village Resolution No. 92-39; and

WHEREAS, the "Covenant" limits the use of the Property "Solely" for parking purposes for the benefit of North Bay Landing, now named "Grandview Palace"; and

WHEREAS, the Covenant is subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, Owner desires to allow for use of the property for development in addition to the parking for Grandview Palace; and

WHEREAS, Owner, with approval of the Village Commission of North Bay Village, Florida, as granted in Resolution No. 2018-095, desires to amend the Covenant to provide for redevelopment of the property in conjunction with parking required by the Village for Grandview Palace.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

A. The above recitals are true and correct, and are hereby incorporated by reference.

B. The Covenant Running with the Land is hereby amended as follows:

Paragraph 1. Is hereby amended as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use ~~solely~~ for parking purposes for North Bay Landing (now known as "Grandview Palace") in addition to other uses which may be developed on the property as permitted by the Village Land Development Regulations.

C. The Covenant Running with the Land, as amended by this First Amendment, remains in full force and effect in accordance with the terms and conditions thereof. All other terms, covenants, stipulations and Resolutions not otherwise amended are hereby confirmed and ratified.

IN WITNESS WHEREOF, Owner has executed this Covenant this 8th of November, 2018.

WITNESSES:

THE ATKINSON TRUST, LLC

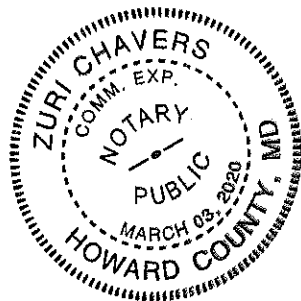
[Signature]
Print Name: Mark Casey

By: [Signature]
Katherine Edwards

[Signature]
Print Name: Stephen J. Gammon Jr.

Maryland
STATE OF FLORIDA)
Baltimore SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 8th day of November, 2018, by Katherine Edwards, as President of Atkinson Trust. Personally Known NA or Produced Identification Drivers license
Type of Identification Produced Drivers license



[Signature]
Print or Stamp Name:
Notary Public, State of Maryland
Commission No.: N/A
My Commission Expires: 03-03-2020

ATTACHMENT "A"

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

**OFFICIAL
DOCUMENT**

RESOLUTION NO. 2018-095

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY ATKINSON TRUST, LLC TO AMEND THE COVENANT RUNNING WITH THE LAND RECORDED AT BOOK 16914 PAGE 0872 FOR PROPERTY GENERALLY LOCATED AT 1850 79TH STREET CAUSEWAY TO ALLOW REDEVELOPMENT OF THE PROPERTY FOR PARKING FOR GRANDVIEW PALACE AND ADDITIONAL USES AS PERMITTED BY THE VILLAGE LAND DEVELOPMENT REGULATIONS; PROVIDING AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER LEWIS VELKEN)*

WHEREAS, Atkinson Trust, LLC (the "Owner") has submitted a request to amend the Covenant Running with the Land recorded in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the "Covenant") for property generally located at 1850 79th Street Causeway (the "Property"); and

WHEREAS, on September 8, 1995, Owner's predecessor in title recorded the Covenant subsequent to litigation; and

WHEREAS, the Covenant limits the use of the Property "Solely" for parking purposes for the benefit of North Bay Landing, now named "Grandview Palace"; and

WHEREAS, Owner desires to allow for use of the property for development in addition to providing the parking for Grandview Palace; and

WHEREAS, the Covenant is subject to modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, amendment of the Covenant does not alter the parking requirements for the Grandview Palace Condominium which must be met on the Property which was approved by the Village in the Stipulation approved by the Village in Resolution No. 92-39; and

WHEREAS, the “First Amendment To Covenant Running With The Land” attached hereto as Exhibit “A” (the “Amended Covenant”), revises the Covenant to delete the word “Solely” and allow for perpetual use of the Property for parking for Grandview Palace Condominium in addition to other uses which may permitted by the Village Land Development Regulations; and

WHEREAS, the Amended Covenant will preserve required parking while supporting redevelopment and Village goals for community revitalization.

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

Section 1. Recitals.

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

Section 2. Approval.

The “First Amendment To Covenant Running With The Land” for property located at 1850 79th Street Causeway, attached hereto and incorporated herein as Exhibit “A” is hereby approved.

Approval of this request does not constitute a development approval and does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Section 3. Effective Date.

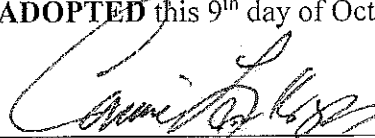
This Resolution shall become effective upon its adoption.

The foregoing Resolution was offered by Vice Mayor Andreana Jackson, who moved for its adoption. This motion was seconded by Commissioner Laura Cattabriga, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

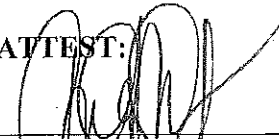
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Andreana Jackson	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Laura Cattabriga	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED and ADOPTED this 9th day of October 2018.



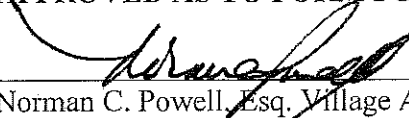
Connie Leon-Kreps, Mayor

ATTEST:



Graciela Mariot
Interim Village Clerk

APPROVED AS TO FORM FOR THE USE OF NORTH BAY VILLAGE:



Norman C. Powell, Esq. Village Attorney

EXHIBIT A
Proposed First Amendment to
COVENANT RUNNING WITH THE LAND

This instrument prepared by and
after recording, please return to:

Kathryn Mehaffey
Weiss Serota Helfman Cole & Bierman
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, FL 33301

Address 1850 79 Street Causeway
Folio: 23-3209-000-251
23-3209-000-253
23-3209-000-260

Reserved for Recording

FIRST AMENDMENT TO
COVENANT RUNNING WITH THE LAND

WHEREAS, The Atkinson Trust, LLC (the "Owner") is the owner of the following described real property (the "Property"), lying, being and situated in North Bay Village, Florida and legally described as:

SEE ATTACHMENT "A"

And generally located at 1850 79 Street Causeway, North Bay Village, Florida;
and

WHEREAS, on September 8, 1995, Owner's predecessor in title recorded a Covenant Running with the Land in the Official Records Book of Miami-Dade County at BK 16914, Page 0870 (the "Covenant") pursuant to stipulation approved by Village Resolution No. 92-39; and

WHEREAS, the "Covenant" limits the use of the Property "Solely" for parking purposes for the benefit of North Bay Landing, now named "Grandview Palace"; and

WHEREAS, the Covenant is subject to release or modification only by resolution of the City Commission of the City of North Bay Village, Florida; and

WHEREAS, Owner desires to allow for use of the property for development in addition to the parking for Grandview Palace; and

WHEREAS, Owner, with approval of the Village Commission of North Bay Village, Florida, as granted in Resolution No. _____, desires to amend the Covenant to provide for redevelopment of the property in conjunction with parking required by the Village for Grandview Palace.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

A. The above recitals are true and correct, and are hereby incorporated by reference.

B. The Covenant Running with the Land is hereby amended as follows:

Paragraph 1. Is hereby amended as follows:

1. That the real property described in Exhibit "B" is hereby dedicated and committed for perpetual use solely for parking purposes for North Bay Landing (now known as "Grandview Palace") in addition to other uses which may be developed on the property as permitted by the Village Land Development Regulations.

C. The Covenant Running with the Land, as amended by this First Amendment, remains in full force and effect in accordance with the terms and conditions thereof. All other terms, covenants, stipulations and Resolutions not otherwise amended are hereby confirmed and ratified.

IN WITNESS WHEREOF, Owner has executed this Covenant this _____ of _____, 2018.

WITNESSES:

THE ATKINSON TRUST, LLC

Print Name: _____

By: _____
James Edwards

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of _____ . Personally Known _____ or Produced

Identification _____.

Type of Identification Produced _____

Print or Stamp Name:
Notary Public, State of _____
Commission No.: N/A
My Commission Expires:

ATTACHMENT "A"

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

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 HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE N 88° 41' 24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88° 41' 24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38° 12' 00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11° 09' 40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37° 02' 17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12° 57' 47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27° 40' 09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1° 37' 08" E FOR 18.18 FEET TO A POINT; THENCE S 88° 41' 24" W FOR 68.95 FEET TO A POINT; THENCE N 1° 37' 08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

PAPR:	D. EDGEETT
DRAWN BY:	E.N.
JOB NO.:	JRV18-0141-00

DATE	11/19/2018
SITE PLAN REVIEW	11/19/2018
SITE PLAN REVIEW RESUBMITTAL	12/21/2018
SITE PLAN REVIEW RESUBMITTAL	02/15/2019
PLANNING RESUBMITTAL	02/21/2019
PLANNING RESUBMITTAL	02/21/2019
REMARKS	

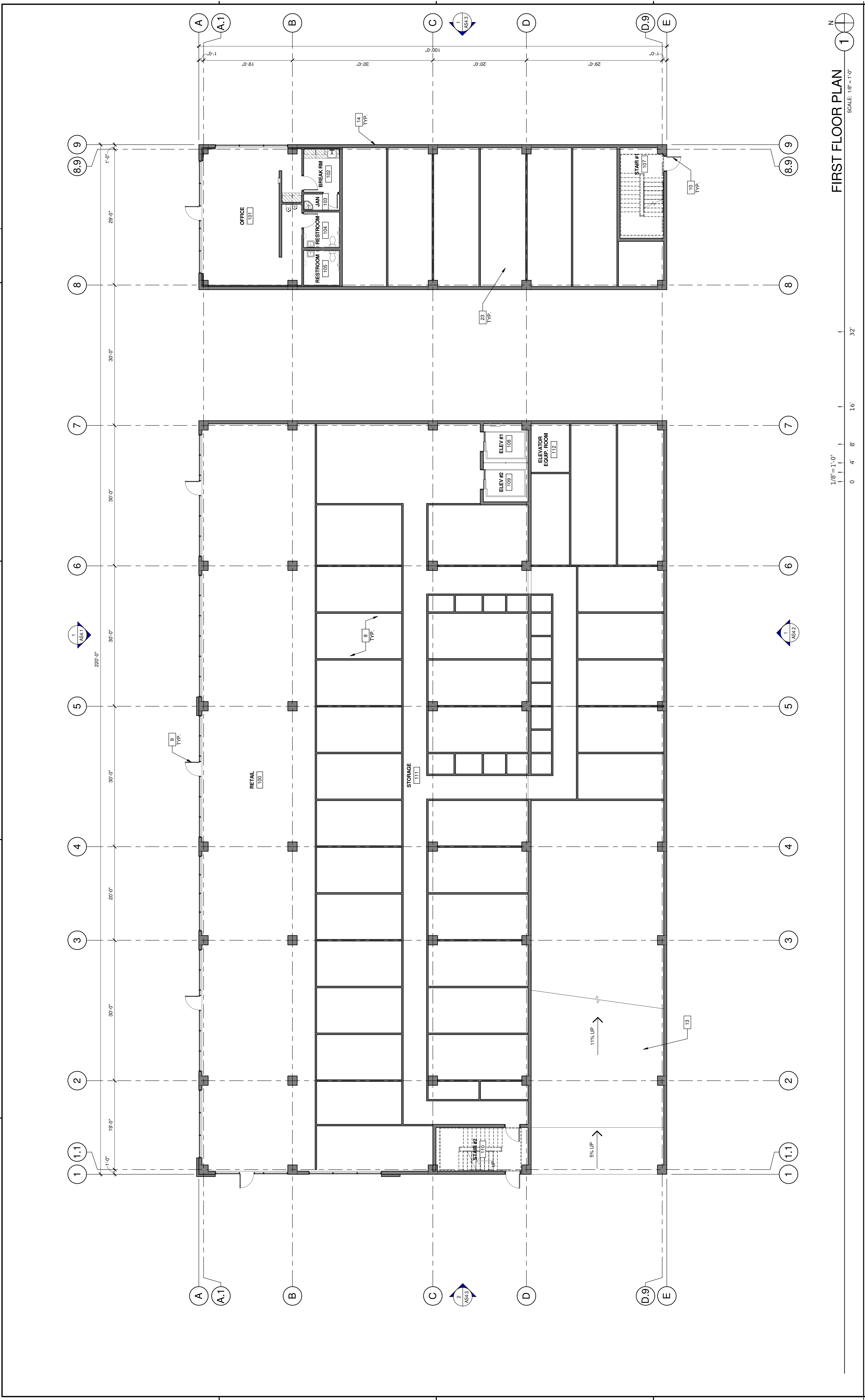


**NORTH BAY VILLAGE
SELF STORAGE**
1850 79TH STREET CAUSEWAY
NORTH BAY VILLAGE, FL 33141

architecture
planning
interiors
graphics
civil engineering
10 Edman
Irvine, CA 92618
P 949.669.1218
F 949.863.1381

WARE MALCOMB
Leading Design for Commercial Real Estate

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT.



- NOTES**
- CONCRETE SLAB, PROVIDE VAPOR BARRIER OVER SAND PER SOILS REPORT.
 - ALUMINUM STOREFRONT ENTRY DOOR.
 - HOLLOW METAL DOOR.
 - CONCRETE WALLS.
 - CONCRETE WALL PAINTED.
 - STORAGE UNIT SIZE VARIES.

FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

PAPR:	D. EDGEETT
DRAWN BY:	E.N.
JOB NO.:	JRV18-0141-00

DATE	11/19/2018
SITE PLAN REVIEW	11/19/2018
SITE PLAN REVIEW RESUBMITTAL	12/21/2018
PLANNING RESUBMITTAL	02/15/2019
PLANNING RESUBMITTAL	02/21/2019
REMARKS	



**NORTH BAY VILLAGE
SELF STORAGE**
1850 79TH STREET CAUSEWAY
NORTH BAY VILLAGE, FL 33141

10 Edman
Irvine, CA 92618
P 949.863.1381
F 949.863.1381
Civil engineering
graphics
interiors
planning
architecture

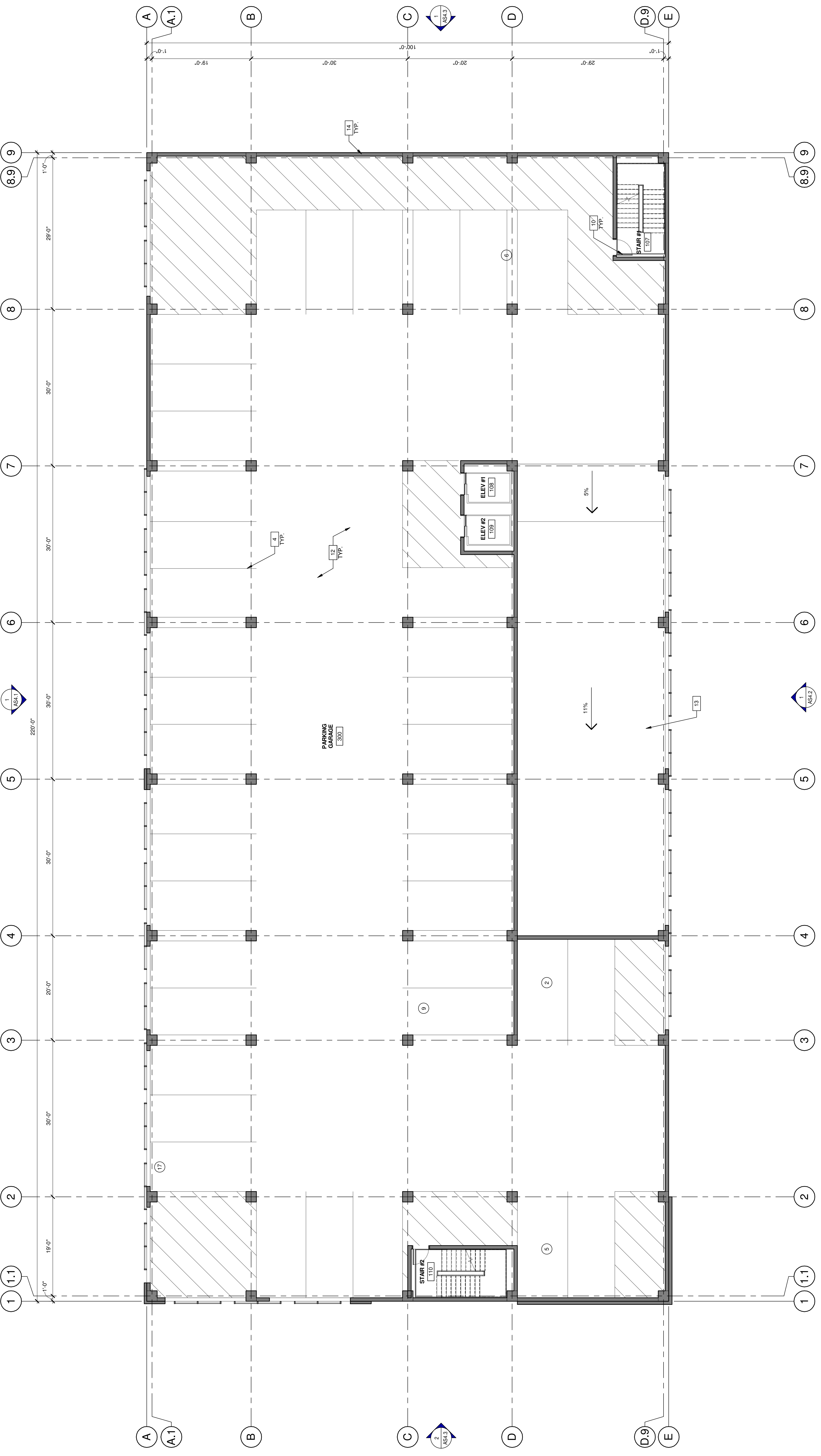
WARE MALCOMB
Leading Design for Commercial Real Estate

SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

1/8" = 1'-0"
0 4 8 16 32

NOTES

1. PAINTED PARKING STRIPING PER CITY STANDARDS.
10. HOLLOW METAL DOOR.
12. CONCRETE FLOOR.
13. CONCRETE VEHICLE RAMP.
14. CONCRETE WALL, PAINTED.



CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT.

PAPR: D. EDGEETT
 DRAWN BY: E.N.
 JOB NO.: IRV18-0141-00

DATE	REVISIONS
11/19/2018	SITE PLAN REVIEW
12/21/2018	SITE PLAN REVIEW RESUBMITTAL
02/15/2019	PLANNING RESUBMITTAL
03/21/2019	PLANNING RESUBMITTAL
09/21/2019	PLANNING RESUBMITTAL

**NORTH BAY VILLAGE
 SELF STORAGE**
 1850 79TH STREET CAUSEWAY
 NORTH BAY VILLAGE, FL 33141



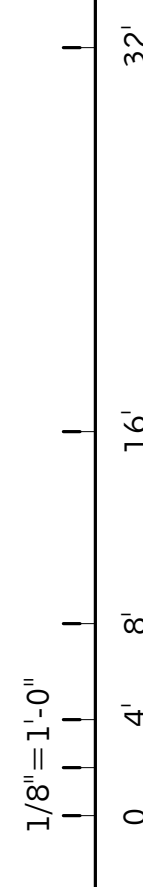
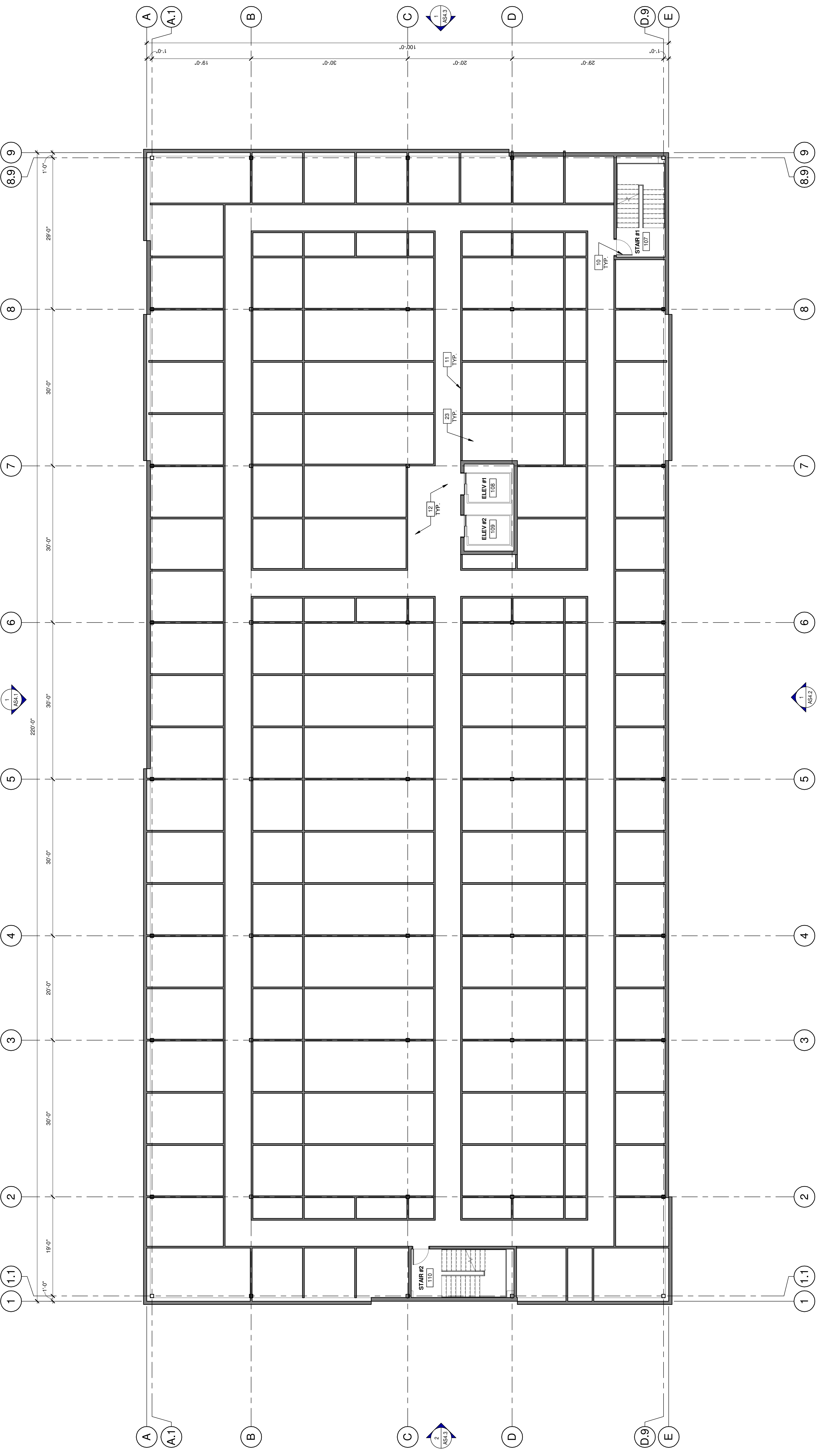
10 Edman
 Irvine, CA 92618
 714.949.0128
 F 949.863.1581
 architecture
 planning
 interiors
 graphics
 civil engineering

WARE MALCOMB
 Leading Design for Commercial Real Estate

THIRD FLOOR PLAN
 SCALE: 1/8" = 1'-0"

NOTES

- 10 HOLLOW METAL DOOR
- 11 ROLL UP DOOR
- 12 CONCRETE FLOOR
- 23 STORAGE UNIT, SIZE VARIES



CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT

PAPR:	D. EDGEETT
DRAWN BY:	E.N.
JOB NO.:	JRV18-0141-00

DATE	11/19/2018
SITE PLAN REVIEW	11/19/2018
SITE PLAN REVIEW RESUBMITTAL	12/21/2018
PLANNING RESUBMITTAL	02/15/2019
PLANNING RESUBMITTAL	02/21/2019
REMARKS	



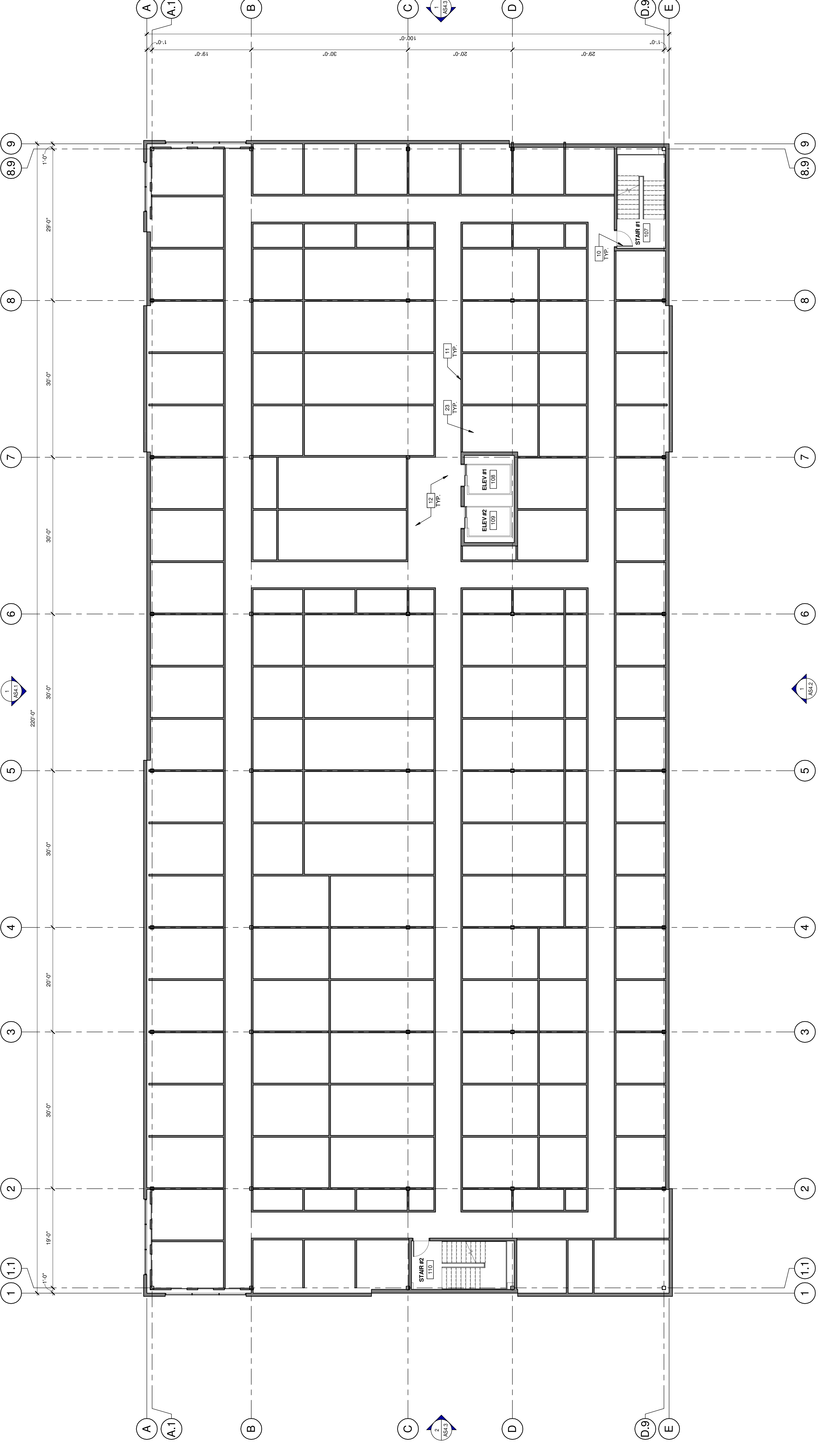
**NORTH BAY VILLAGE
SELF STORAGE**
1850 79TH STREET CAUSEWAY
NORTH BAY VILLAGE, FL 33141

10 Edman
Irvine, CA 92618
1-949-601-1218
F 949-863-1581

WARE MALCOMB
Leading Design for Commercial Real Estate

FOURTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

- NOTES**
- 10 HOLLOW METAL DOOR
 - 11 ROLL UP DOOR
 - 12 CONCRETE FLOOR
 - 23 STORAGE UNIT SIZE VARIES



CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT

PAPR: D. EDGEETT
 DRAWN BY: E.N.
 JOB NO.: IRV18-0141-00

DATE	REMARKS
11/19/2018	SITE PLAN REVIEW
12/21/2018	SITE PLAN REVIEW RESUBMITTAL
02/15/2019	PLANNING RESUBMITTAL
02/21/2019	PLANNING RESUBMITTAL
03/21/2019	PLANNING RESUBMITTAL



**NORTH BAY VILLAGE
 SELF STORAGE**
 1850 79TH STREET CAUSEWAY
 NORTH BAY VILLAGE, FL 33141

10 Edman
 Irvine, CA 92618
 714.949.0128
 F 949.863.1581

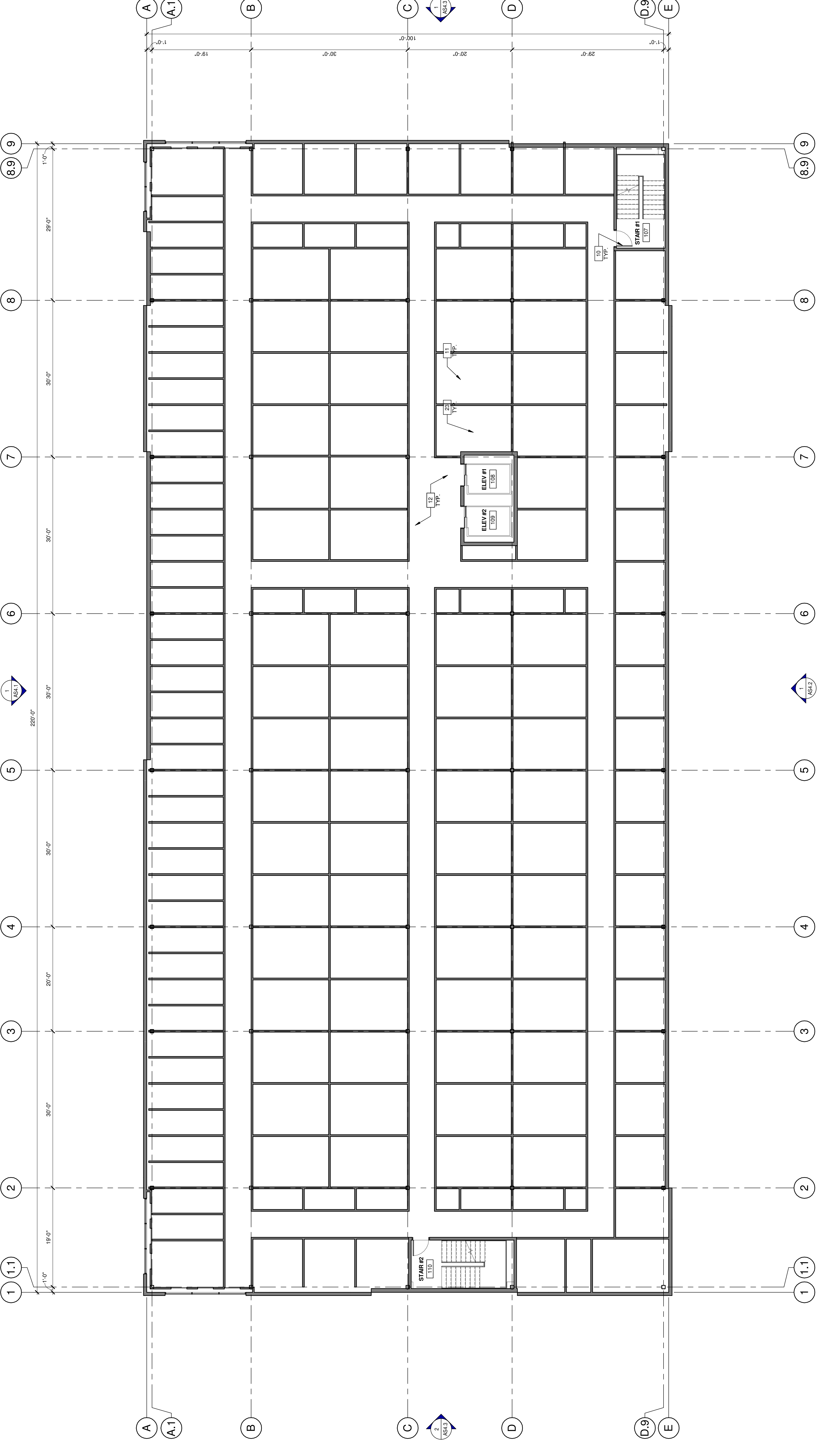
WARE MALCOMB
 Leading Design for Commercial Real Estate

FIFTH FLOOR PLAN
 SCALE: 1/8" = 1'-0"

1/8" = 1'-0"
 0 4 8 16 32

NOTES

- 10 HOLLOW METAL DOOR
- 11 ROLL UP DOOR
- 12 CONCRETE FLOOR
- 23 STORAGE UNIT SIZE VARIES



CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT.

PAPR:	D. EDGEETT
DRAWN BY:	E.N.
JOB NO.:	JRV18-0141-00

DATE	11/19/2018
SITE PLAN REVIEW	11/19/2018
SITE PLAN REVIEW RESUBMITTAL	12/21/2018
PLANNING RESUBMITTAL	02/15/2019
PLANNING RESUBMITTAL	02/21/2019
REMARKS	
SEVENTH FLOOR PLAN	

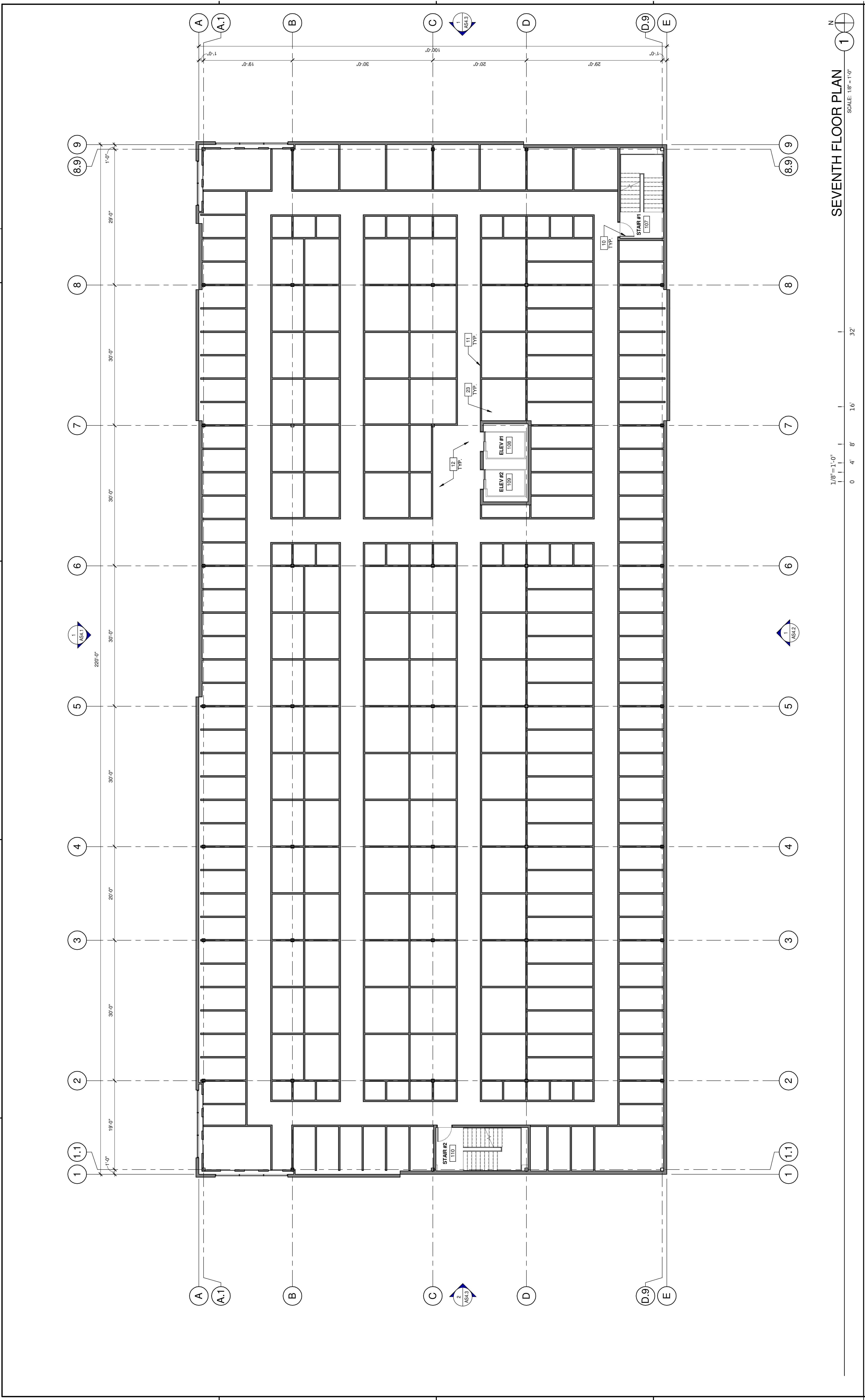


**NORTH BAY VILLAGE
SELF STORAGE**
1850 79TH STREET CAUSEWAY
NORTH BAY VILLAGE, FL 33141

10 Edman
Irvine, CA 92618
1-949-660-1238
F 949-863-1381

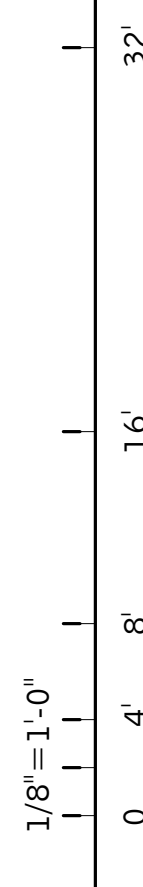
WARE MALCOMB
Leading Design for Commercial Real Estate

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT.



- NOTES**
- 10 HOLLOW METAL DOOR
 - 11 ROLL UP DOOR
 - 12 CONCRETE FLOOR
 - 23 STORAGE UNIT SIZE VARIES

SEVENTH FLOOR PLAN
SCALE: 1/8" = 1'-0"



PAPR:	D. EDGEETT
DRAWN BY:	E.N.
JOB NO.:	JRV18-0141-00

DATE	11/19/2018
SITE PLAN REVIEW	11/19/2018
SITE PLAN REVIEW RESUBMITTAL	12/21/2018
PLANNING RESUBMITTAL	02/15/2019
PLANNING RESUBMITTAL	02/21/2019
REMARKS	

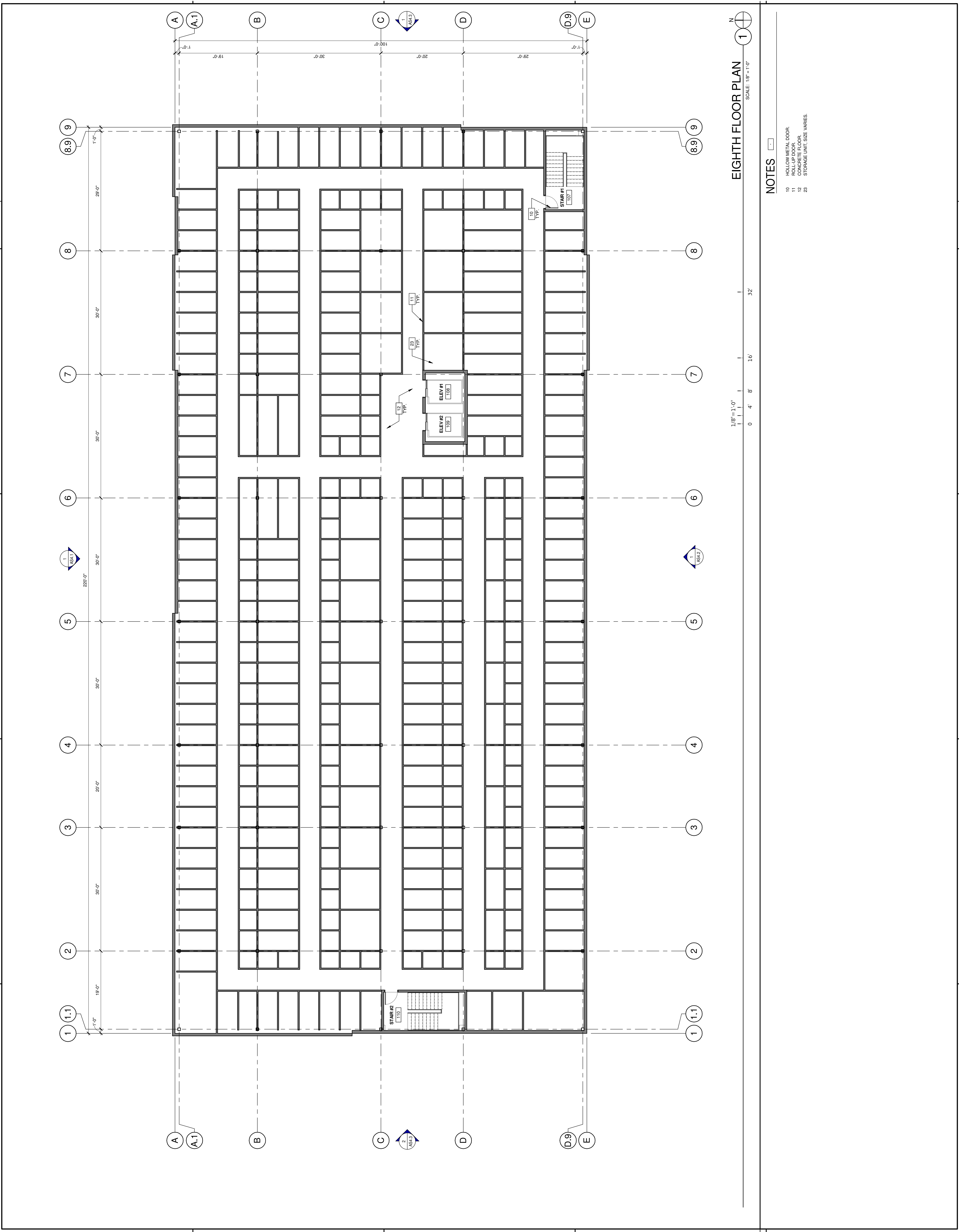


**NORTH BAY VILLAGE
SELF STORAGE**
1850 79TH STREET CAUSEWAY
NORTH BAY VILLAGE, FL 33141

10 Edman
Irvine, CA 92618
1-949-661-1218
F 949-863-1381

WARE MALCOMB
Leading Design for Commercial Real Estate

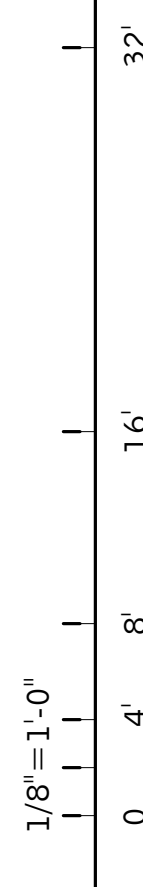
CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT.



NOTES

- 10 HOLLOW METAL DOOR
- 11 ROLL UP DOOR
- 12 CONCRETE FLOOR
- 23 STORAGE UNIT, SIZE VARIES

EIGHTH FLOOR PLAN
SCALE: 1/8" = 1'-0"



PAPR:	D. EDGEETT
DRAWN BY:	E.N.
JOB NO.:	JRV18-0141-00

DATE	11/19/2018
SITE PLAN REVIEW	11/19/2018
SITE PLAN REVIEW RESUBMITTAL	12/21/2018
PLANNING RESUBMITTAL	02/15/2019
PLANNING RESUBMITTAL	02/21/2019
REMARKS	

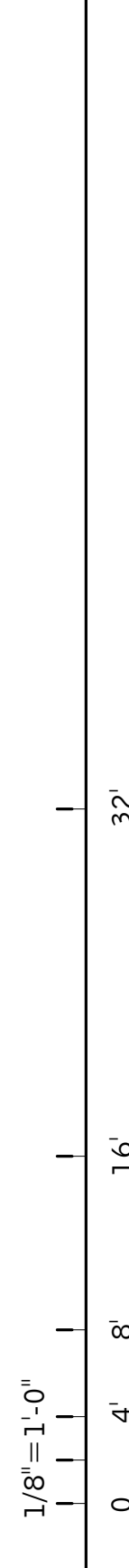


**NORTH BAY VILLAGE
SELF STORAGE**
1850 79TH STREET CAUSEWAY
NORTH BAY VILLAGE, FL 33141

Architecture
planning
interiors
graphics
civil engineering
10 Edman
Irvine, CA 92618
714.946.0128
714.946.1381

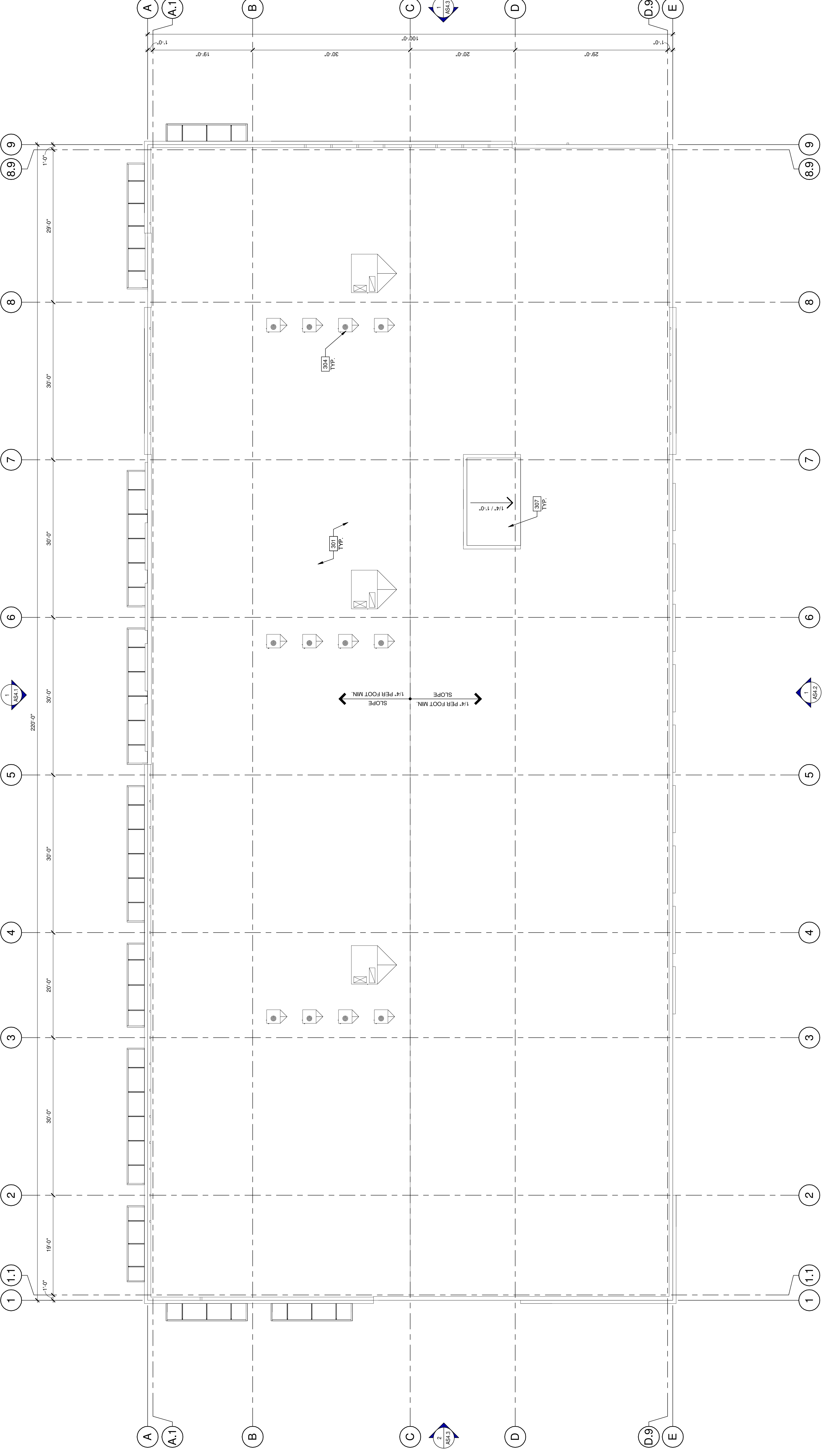
WARE MALCOMB
Leading Design for Commercial Real Estate

ROOF PLAN
SCALE: 1/8" = 1'-0"



NOTES

- 301 CLASS 4 SINGLE PLY FLASHING OVER RIGID INSULATION OVER METAL DECK.
- 304 ROCK WOOL INSULATED MECHANICAL UNITS.
- 307 ELEVATOR PENHOUSE.



CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT.

PAPR:	D. EDGEETT
DRAWN BY:	E.N.
JOB NO.:	JRV18-0141-00

DATE	11/19/2018
SITE PLAN REVIEW	
PLANNING RESUBMITTAL	12/21/2018
PLANNING RESUBMITTAL	02/12/2019
PLANNING RESUBMITTAL	02/21/2019
REMARKS	



NORTH BAY VILLAGE
SELF STORAGE
 1850 79TH STREET CAUSEWAY
 NORTH BAY VILLAGE, FL 33141

architecture
 planning
 interiors
 graphics
 civil engineering
 10 Edman
 Irvine, CA 92618
 714.949.0128
 F 949.863.1381

WARE MALCOMB
 Leading Design for Commercial Real Estate

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT



1
 NORTH EXTERIOR ELEVATION
 SCALE: 1/8" = 1'-0"

NOTES

- 9 ALUMINUM STOREFRONT ENTRY DOOR.
- 14 CONCRETE WALL, PAINTED.
- 15 CORRUGATED METAL PANEL (GREEN).
- 16 CORRUGATED METAL PANEL (DARK GRAY).
- 17 HIGH PERFORMANCE GLAZING WITH ANODIZED ALUMINUM MILLIONS VISION GLASS WITH FAX STORAGE ROLL UP DOOR SET BACK FROM GLASS.
- 18 GLASS CHANNEL CANOPY.
- 19 ALUMINUM METAL PANEL (WHITE).
- 20 ALUMINUM METAL PANEL (WHITE).
- 24 MESH SCREEN AT PARKING GARAGE VENTILATION OPENINGS.
- 25 WALL MOUNTED LIGHT FIXTURE.

PAPR:	D. EDGEETT
DRAWN BY:	E.N.
JOB NO.:	JRV18-0141-00

DATE	11/19/2018
SITE PLAN REVIEW	11/19/2018
SITE PLAN REVIEW RESUBMITTAL	12/21/2018
PLANNING RESUBMITTAL	02/15/2019
PLANNING RESUBMITTAL	03/21/2019
REMARKS	

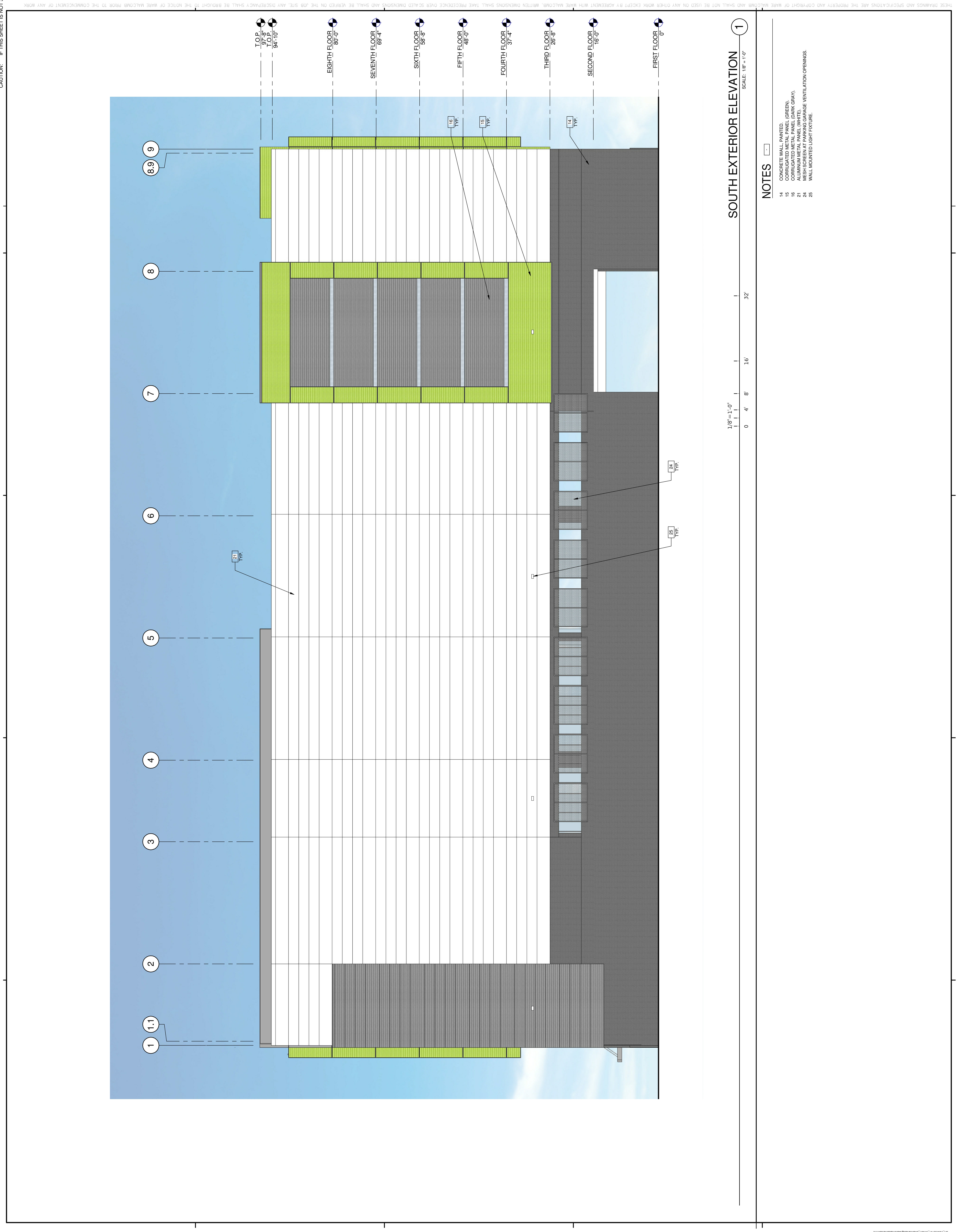


NORTH BAY VILLAGE
SELF STORAGE
 1850 79TH STREET CAUSEWAY
 NORTH BAY VILLAGE, FL 33141

architecture
 planning
 interiors
 graphics
 civil engineering
 10 Edman
 Irvine, CA 92618
 714.949.0128
 F 949.863.1381

WARE MALCOMB
 Leading Design for Commercial Real Estate

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT



1
 SOUTH EXTERIOR ELEVATION
 SCALE: 1/8" = 1'-0"

NOTES

- 14 CONCRETE WALL PAINTED.
- 15 CORRUGATED METAL PANEL (GREEN).
- 16 CORRUGATED METAL PANEL (DARK GRAY).
- 21 ALUMINUM METAL PANEL (WHITE).
- 24 WALL MOUNTED LIGHT FIXTURE.
- 25 WALL MOUNTED LIGHT FIXTURE.

PAPR:	D. EGGERT
DRAWN BY:	E.N.
JOB NO.:	IRV18-0141-00

EAST & WEST EXTERIOR ELEVATIONS

DATE	11/19/2018	SITE PLAN REVIEW
DATE	12/21/2018	SITE PLAN REVIEW RESUBMITTAL
DATE	02/15/2019	PLANNING RESUBMITTAL
DATE	02/27/2019	PLANNING RESUBMITTAL



NORTH BAY VILLAGE
SELF STORAGE
 1850 79TH STREET CAUSEWAY
 NORTH BAY VILLAGE, FL 33141

architecture
 planning
 interiors
 graphics
 civil engineering
 10 Edman
 Irvine, CA 92618
 P 949.669.1218
 F 949.663.1381

WARE MALCOMB
 Leading Design for Commercial Real Estate

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT



1
 EAST EXTERIOR ELEVATION
 SCALE: 1/8" = 1'-0"

2
 WEST EXTERIOR ELEVATION
 SCALE: 1/8" = 1'-0"

NOTES

- 9 ALUMINUM STOREFRONT ENTRY DOOR.
- 10 HOLLOW METAL DOOR.
- 14 CONCRETE WALL, PAINTED.
- 15 CORRUGATED METAL PANEL (GREEN).
- 16 CORRUGATED METAL PANEL (GRAY).
- 17 CORRUGATED METAL PANEL (WHITE).
- 18 HIGH PERFORMANCE GLAZING WITH ANODIZED ALUMINUM MULLIONS.
- 19 VISION GLASS WITH FAUX STORAGE ROLL UP DOOR SET BACK FROM GLASS.
- 20 EXPOSED CHANNEL CANOPY.
- 21 ALUMINUM METAL PANEL (WHITE).
- 24 MESH SCREEN AT PARKING GARAGE VENTILATION OPENINGS.
- 25 WALL MOUNTED LIGHT FIXTURE.



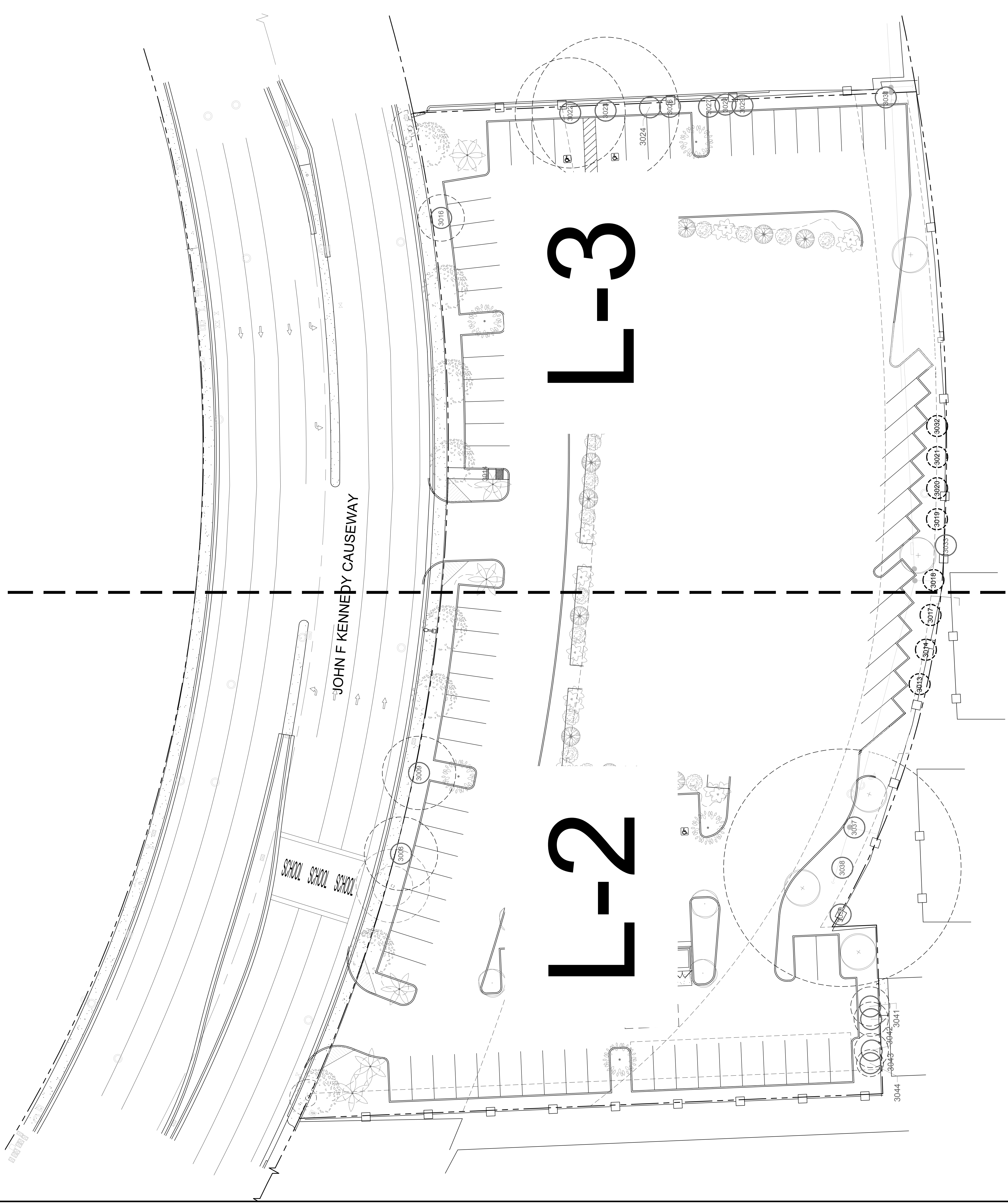
DATE	REMARKS
11/15/2018	NEW SITE PLAN
02/14/2018	NEW SITE PLAN & CITY COMMENTS
03/20/2019	SITE PLAN COORDINATION

P&I FILE:	K61
DRAWN BY:	MAV
JOB NO.:	2018-078

LANDSCAPE LIST

SYMBOL		QUAN	PROPOSED MATERIAL	DESCRIPTION
TREES				
	8	Swissone mahogany	12' HT. X 5" SPR. 2" DBH.	STREET TREES
	10	Ilex x attenuata 'East Palatka' English Holly	10' HT. X 4" SPR. 2" DBH.	
	6	AGLESTON EAST PALATKA HOLLY	10' HT. X 4" SPR. 2" DBH.	
	6	CONCARPUS ENCIUS	10' HT. X 4" SPR. 2" DBH.	
	6	GREEN BUTTWOOD	10' HT. X 4" SPR. 2" DBH.	
	18	QUEEN'S CREEP MYRTLE	10' HT. X 4" SPR. 2" DBH.	
	18	CONCARPUS ENCIUS 'SPENSUS'	10' HT. X 4" SPR. 2" DBH.	
	5	YELLOW TRUMPET TREE	10' HT. X 4" SPR. 2" DBH.	
	6	ROYAL PALM	20'27" O.A. HT. 8" C.W.	
	13	TRIPLE MONTGOMERY PALM	18" O.A. HT. TRIPLE	
SHRUBS AND GROUNDCOVERS				
SYMBOL	QUAN	PROPOSED MATERIAL	DESCRIPTION	
	18	ALANTHERA OBTUSA	3' O.A. HT.	
	3	BROMELIAD SP.	9" POT	
	554	CINNUM ANGUSTUM 'QUEEN ENIMA'	3' O.A. HT.	
	162	PURPLE CRinum LILLY	7" GAL.	
	93	CONCARPUS ENCIUS	24" HT. X 24" SPR. 24" O.C.	
	43	GREEN BUTTWOOD	3" GAL.	
	143	SMALL LEAF CLUSIA	24" HT. X 24" SPR. 24" O.C.	
	4	DURANTA ENCIUS 'GOLD MOUND'	3" GAL.	
	137	GOLD MOUND DURANTA	18" HT. X 18" SPR. 18" O.C.	
	126	FIOIA MICROCARPA 'GREEN ISLAND'	3" GAL.	
	1	GREEN ISLAND FOCUS	15" HT. X 15" SPR. 15" O.C.	
		IVORA 'NOVA GRANT'	18" HT. X 18" SPR. 18" O.C.	
		JATROPHA INTEGRITIMA	3" GAL.	
		JATROPHA TREE	9" HT. X 4" SPR.	
		DIWAP FERTAS	1" GAL.	
		SHRUBS	10' HT. X 12" SPR. 12" O.C.	
		VAREGATED SCHEFFLERA	1" GAL.	
		MINIPLANTUM ASSORTIUM 'PORTLAND'	3" GAL.	
		AUGUSTINE GRASS	SOLID EVEN SOD	

* DENOTES NATIVE SPECIES



LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan

Zoning District: GC
Net Lot Area: 1.03 acres 84,128 s.f.

REQUIRED	PROVIDED
12,425.6	18,082
1000	1000
13,425	18,082
11,437	11,423

OPEN SPACE

A. Square Feet of open space required, as indicated on site plan:
Net lot area = 82,148 s.f. x .20 = 16,429.6 s.f.

B. Square Feet of parking lot open space required by Chapter 33:
No. outside/ground-level parking spaces: 100 x 10 s.f. per parking spaces = 1000

C. Total s.f. of landscaped open space required by Chapter 33: A + B = 13,425

LAWN AREA CALCULATION

A. 17,729. Total s.f. of landscaped open space required by Chapter 33

B. Maximum lawn area (50% permitted) = 60% x 19,692 = 11,815 s.f.

TREES

A. No. trees required per net lot acre based on minimum requirements = 28

B. % Palms Allowed: No. trees required = 30% = 8

C. % Native Required: No. trees provided = 30% = 8

D. Street trees (maximum average spacing of 30' o.c.):
307 linear feet along street = 11

E. Street trees located directly beneath power lines (maximum average spacing of 25' o.c.):
linear feet along street / 25' = 11

F. Total Trees Required
A + B + E = 65 Total Trees

SHRUBS

A. No. shrubs required = 10 x No. of shrubs allowed = 195

B. No. shrubs allowed = 30% x No. of native shrubs required = 195

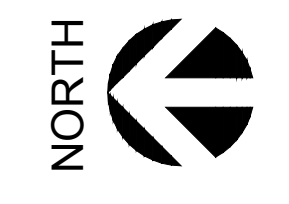
SEE LANDSCAPE

NOTE: THE ABOVE COUNT TOWARDS THE NUMBER OF TREES REQUIRED
***INCLUDES EXISTING TREES TO REMAIN
***INCLUDES EXISTING PALM TREES TO REMAIN TO RELOCATE

SYMBOL LEGEND

- Relocated trees
- Tree Canopy Spread

LANDSCAPE PLAN
Scale: NTS





SYMBOL	QUAN	PROPOSED MATERIAL	DESCRIPTION
8		*Swietenia mahagoni (STREET TREES)	12' HT. X 5" SPR. 2" DBH. F.G.
10		*Ilex x. attenuata 'East Palatka' English Holly	10' HT. X 4" SPR. 2" DBH. F.G.
6		*Eugenia myrsinoides 'Palatka Holly'	10' HT. X 4" SPR. 2" DBH. F.G.
6		*Conocarpus erectus	10' HT. X 4" SPR. 2" DBH. F.G.
6		*Green Buttonwood	10' HT. X 4" SPR. 2" DBH. F.G.
18		*Queen's Creeper Writtle	10' HT. X 4" SPR. 2" DBH. F.G.
5		*Yellow Trumpet Tree	10' HT. X 4" SPR. 2" DBH. F.G.
6		*Royal Palm	20'27" O.A. HT. 8" C.W. F.G. MATCHED HTS.
13		*Triple Montgomery Palm	18' O.A. HT. TRIPLE F.G. STAGGERED.

SYMBOL	QUAN	PROPOSED MATERIAL	DESCRIPTION
AO	18	*Alcantarea odorata	3' O.A. HT. 9" POT
CA	3	*Crinum angustum 'Queen Emma'	3' O.A. HT. 7" GAL.
CE	554	*Conocarpus erectus	24" HT. X 24" SPR. 24" O.C. 3 GAL.
CG	162	*Green Buttonwood	24" HT. X 24" SPR. 24" O.C. 3 GAL.
DE	93	*Duranta erecta 'Gold Mound'	18" HT. X 18" SPR. 18" O.C. 3 GAL.
FM	43	*Ficus microcarpa 'Green Island'	15" HT. X 15" SPR. 15" O.C. 3 GAL.
IN	143	*Inona 'Nova Grant'	18" HT. X 18" SPR. 18" O.C. 3 GAL.
JL	4	*Jatropha integrifolia	6" HT. X 4" SPR. 1" GAL.
PL	137	*Plumbago auriculata 'New Look White'	18" HT. X 12" SPR. 12" O.C. 1" GAL.
SV	126	*Stemodia arborescens 'Timothy'	18" HT. X 18" SPR. 18" O.C. 3 GAL.

* DENOTES NATIVE SPECIES

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

REQUIRED	PROVIDED
12,425.6	18,052
1000	1000
13,425	18,052
11,437	11,423

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
 Zoning District: GC
 Net Lot Area: 1.03 acres (84,128) s.f.

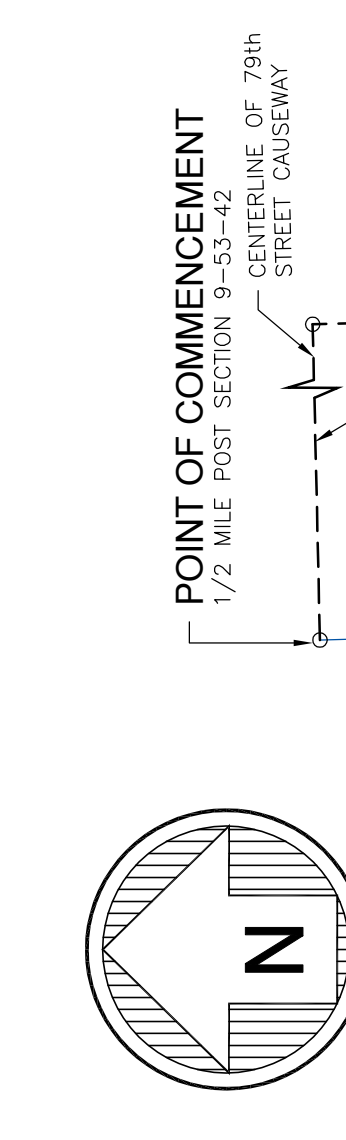
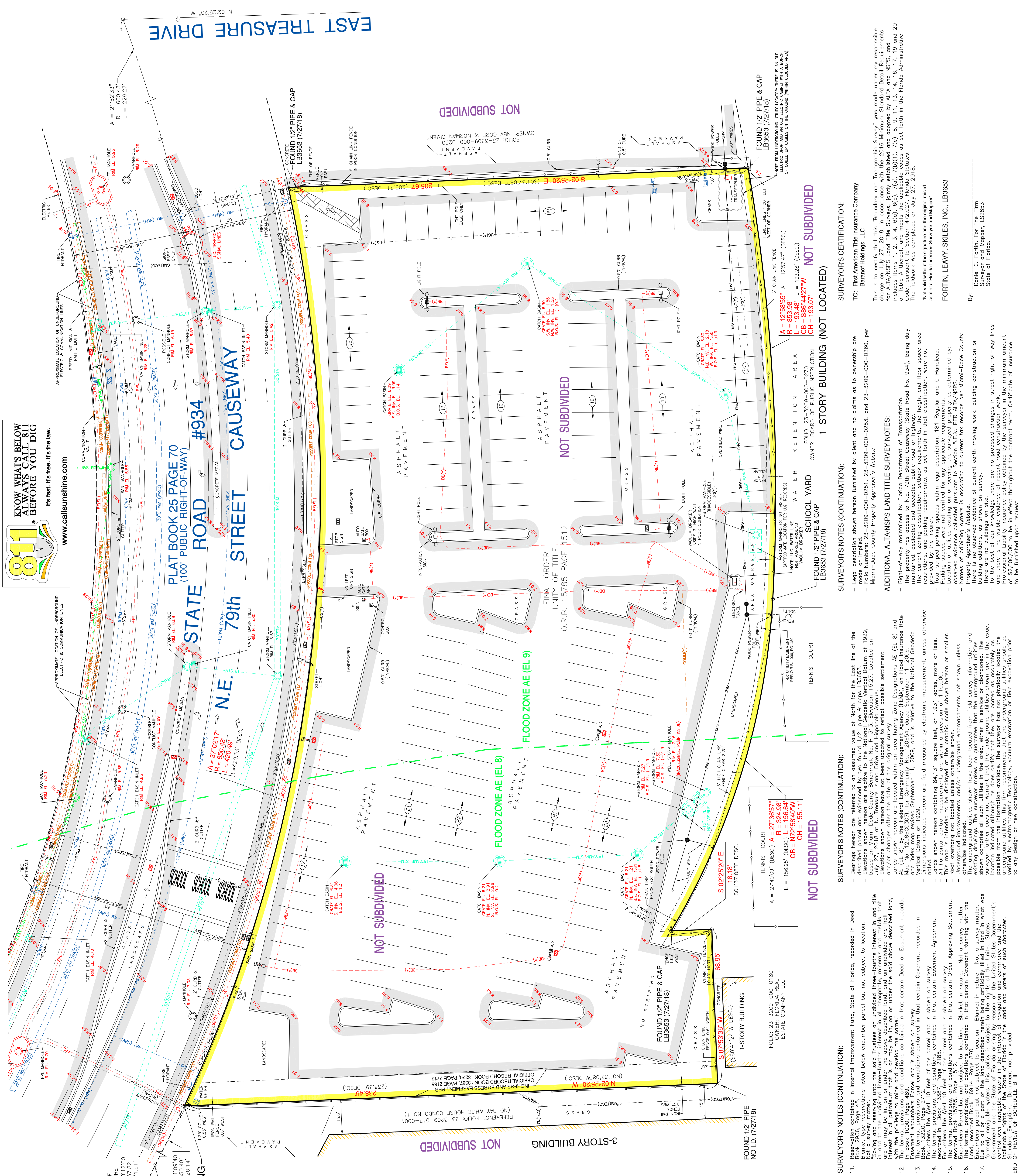
REQUIRED	PROVIDED
12,425.6	18,052
1000</	

No.	Description
1	180901 SHOW ADJ'L. UTILITIES W/IN ROAD PER U.G. REC.
2	180901 SHOW U.G. UTILITIES PER U.G. RECORDS (9/26/18)
3	180901 AMEND PER TITLE COMMENT (9/11/18)
4	180901 ADD MARKED U.G. UTILITIES W/IN SITE ONLY (8/10/18)

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

ALTA/NSPS LAND TITLE SURVEY
 1850 79th STREET CAUSEWAY
 NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

Original Date	7/27/18
Scale	1" = 20'
Drawn by	JLB/GEM
CAD No.	180898
Plotted	10/21/18 10:27a
Ref. Dwg.	284-349-1
Field Book	474-33 & F.S. RLL
Job No.	180898
Dwg. No.	2018-136
Sheet	1 of 1



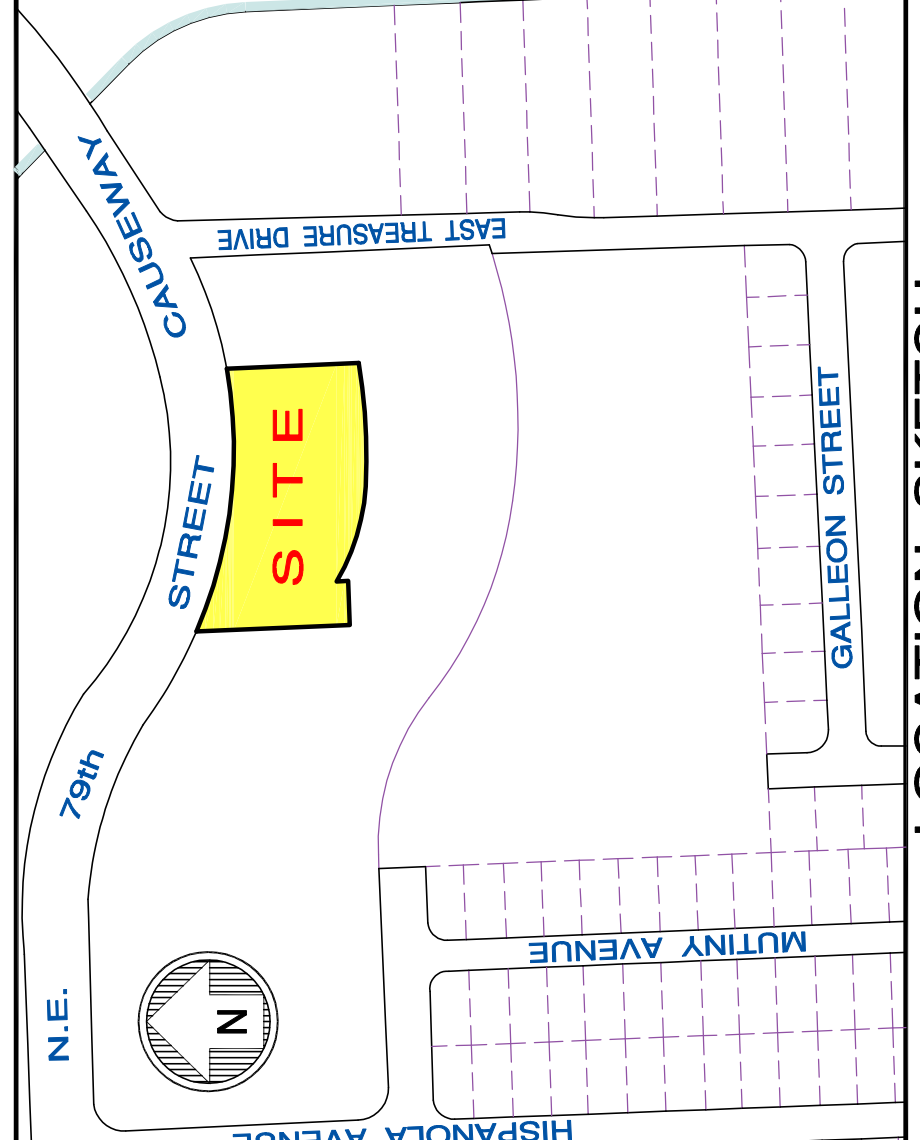
POINT OF COMMENCEMENT
 1/2 MILE POST SECTION 9-53-42
 CENTERLINE OF 79th STREET CAUSEWAY
 N 88°41'24" E 1560.00'
 S 01°37'08" E 50.00'
 POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

LEGEND

—	OVERHEAD UTILITY LINE
—	CHAIN LINK FENCE
—	LIMITED ACCESS RIGHT-OF-WAY LINE
—	0.5' CURB
—	WATER METER
—	WATER METER
—	UTILITY POLE
—	UTILITY POLE
—	FIRE HYDRANT
—	MANHOLE
—	SEWER/GAS VALVE
—	CLEANOUT
—	WELL
—	CONCRETE
—	ASPHALT PAVEMENT
—	ASPHALT PAVEMENT
—	RIGHT-OF-WAY
—	MONUMENT LINE

UNDERGROUND UTILITIES LEGEND

—	U.G. LINE (UNKNOWN UTILITY) (PINK PANT)
—	U.G. COMMUNICATION LINE (ORANGE PANT)
—	U.G. ELECTRIC LINE (RED PANT)
—	U.G. GAS MAIN (YELLOW PANT)
—	U.G. WATER MAIN (BLUE PANT)
—	U.G. FORCE MAIN (GREEN PANT)
—	U.G. STORM SEWER LINE (GREEN PANT)
—	U.G. WATER MAIN (BLUE PANT)
—	U.G. WATER MAIN (BLUE PANT)
—	U.G. WATER MAIN (BLUE PANT)

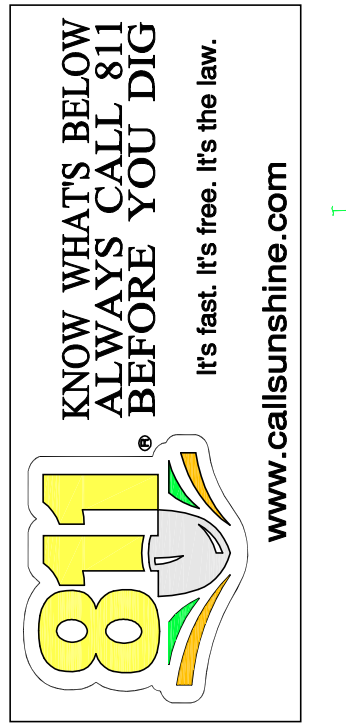


LEGAL DESCRIPTION:
 SCALE: 1" = 300'±

Commencing at the one-half mile post on the West line of Section 53, South SEVENTY-NINTH STREET CAUSEWAY, which same is recorded in Plat Book 25, of the Public Records of Dade County, Florida; thence N 88°41'24" E along the center line of the above right-of-way for 1560.00 feet to a point; thence S 1°37'08" E for 50.00 feet to a point on the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 557.82 feet and a central angle of 126.14 feet to the POINT OF BEGINNING; thence continue along the aforementioned curve having a central angle of 37°02'17" for an arc distance of 420.33 feet to a point; thence distance of 194.28 feet to a point of curvature of a curve to the right; thence continue along said curve having a radius of 853.98 feet, a central angle of 125°47'42" for an arc distance of 156.95 feet to a point; thence N 88°41'24" E for 18.18 feet to the POINT OF BEGINNING.

SURVEYOR'S NOTES:

- This site lies in Section 9, Township 53 South, Range 42 East, North Bay Village, Florida.
- All easements are recorded in the Public Records of Miami-Dade County, Florida, unless otherwise noted.
- Lands shown green were abstracted for restrictions, easements and/or right-of-way of record per file commitment that are plottable on this ALTA/NSPS Land Title Survey.
- Standard Easements not addressed.
- Reservations contained in Internal Improvement Fund, State of Florida recorded in Deed Book 983, Page 1.
- Reservations listed below encumber parcel but not subject to location. Not a survey matter.
- Swing and reserving unto the said Trustees an undivided three-fourths interest in and title in and to the undivided three-fourths interest in all phosphates, minerals and metals that are in and to all petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same.



PLAT BOOK 25 PAGE 70
 (100' PUBLIC RIGHT-OF-WAY)
STATE ROAD #934
79th STREET CAUSEWAY

NOT SUBDIVIDED
 ASPHALT PAVEMENT
 GRASS
 LANDSCAPED
 CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY

NOT SUBDIVIDED
 ASPHALT PAVEMENT
 GRASS
 LANDSCAPED
 CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY

NOT SUBDIVIDED
 ASPHALT PAVEMENT
 GRASS
 LANDSCAPED
 CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY

NOT SUBDIVIDED
 ASPHALT PAVEMENT
 GRASS
 LANDSCAPED
 CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY

NOT SUBDIVIDED
 ASPHALT PAVEMENT
 GRASS
 LANDSCAPED
 CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

POINT OF BEGINNING
 FOUND MAIL & DISK
 LB3653 (7/27/18)
 ELEVATION 47.28

RESOLUTION NO. _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY BARANOF HOLDINGS LLC FOR SITE PLAN APPROVAL PURSUANT TO SECTION 5.4(C) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE FOR DEVELOPMENT OF A 98 FOOT TALL, 142,530 SQUARE FOOT SELF STORAGE FACILITY WITH 4,000 SQUARE FEET OF GROUND FLOOR RETAIL SPACE AND OFF-SITE PARKING INCLUDED FOR GRANDVIEW PALACE, IN THE CG GENERAL COMMERCIAL ZONING DISTRICT, AT 1850 KENNEDY CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR FINDINGS; PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 5.4(C) of the North Bay Village Unified Land Development Code, Baranof Holdings, LLC. has applied to North Bay Village for approval of a Site Plan to construct a 98 foot tall, 142,530 square foot self-storage facility with 4,000 square feet of ground floor retail space and off-site parking included for Grandview Palace, in the CG (General Commercial) Zoning District, at 1850 Kennedy Causeway;

WHEREAS, approval of the proposed site plan is contingent upon either a parking waiver according to Section 9.3(D)(2) or a parking variance according to Section 7.3; either of which are requested by the applicant to permit a reduction in the amount of parking spaces required to be provided on the subject property for Grandview Palace at 7601 East Treasure Drive.

WHEREAS, Section 5.8(B)(9) and Section 4.9(B)(2) of the North Bay Village Unified Land Development Code set forth the authority of the Village Commission to consider and act upon an application for Site Plan approval.

WHEREAS, in accordance with Section 4.4 of the North Bay Village Unified Land Development Code, a public hearing by the Planning and Zoning Board was noticed for February 5, 2019 at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and **recommended denial** of the request; and

WHEREAS, in accordance with Section 4.4 of the North Bay Village Unified Land Development Code, a public hearing by the Village Commission was noticed for April 9, 2019 at 6:30 p.m. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

46 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH**
47 **BAY VILLAGE, FLORIDA, AS FOLLOWS:**

48
49 **Section 1.** **Recitals.** The above recitals are true and correct and incorporated into this
50 Resolution by this reference.

51
52 **Section 2.** **Finding.** In accordance with Section 5.8(B)(9) of the Village Code, the
53 Village Commission finds that the proposed Site Plan for construction of a 98 foot tall, 142,530
54 square foot self-storage facility with 4,000 square feet of ground floor retail space and off-site
55 parking included for Grandview Palace, in the CG (General Commercial) Zoning District, at 1850
56 Kennedy Causeway:

- 57
58 1) Protects against and minimizes any undesirable effects upon contiguous and nearby
59 property.
60
61 2) Provides sufficient off-street parking and loading facilities so that it will not be
62 necessary to use the streets in the vicinity for this purpose.
63
64 3) Provides sufficient setbacks, open space, and landscaping in order to protect and
65 enhance the appearance and character of the neighborhood.
66
67 4) Can be accommodated by existing community roads, services, and utilities, or the
68 necessary additions are provided by the developer.
69

70 **Section 3.** **Grant.** The Site Plan to construct a 98 foot tall, 142,530 square foot self-
71 storage facility with 4,000 square feet of ground floor retail space and off-site parking included
72 for Grandview Palace, in the CG (General Commercial) Zoning District, at 1850 Kennedy
73 Causeway, Treasure Island, North Bay Village, Florida, as submitted to the Village on March 22,
74 2019 is hereby approved.

75
76 **Section 4.** **Conditions.** The Site Plan is approved with the condition that the
77 following items are met prior to issuance of a Building Permit:

- 78
79 1) Approval of either the Applicant’s requested parking waiver or the requested
80 parking variance.
81
82 2) Submittal of a vegetative survey which meets Miami-Dade Chapter 18A
83 requirements.
84
85 3) Submittal of an irrigation plan which meets Miami-Dade Chapter 18A
86 requirements.
87
88 4) Submittal of a landscape plan which meets Miami-Dade Chapter 18A
89 requirements.
90

- 91 5) Payment of any applicable impact fees.
- 92
- 93 6) Tie-in to Village’s wastewater system at a Village designated location (proposed
- 94 connection point) and payment of pro-rata costs involved in tying into appropriate
- 95 connection point.
- 96
- 97 7) Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new
- 98 development application shall be accepted and no building permit or certificate of
- 99 occupancy shall be issued for the property until all application fees, cost recovery
- 100 deposits and outstanding fees and fines related to the property (including fees
- 101 related to any previous development proposal applications on the property), have
- 102 been paid in full.
- 103
- 104 8) Building permits and related approvals must be obtained from the Building Official
- 105 prior to commencement of construction.
- 106
- 107 9) Approval of this site plan does not in any way create a right on the part of the
- 108 applicant to obtain a permit from a state or federal agency, and does not create
- 109 liability on the part of the Village for approval if the applicant fails to obtain
- 110 requisite approvals or fulfill the obligations imposed by a state or federal agency or
- 111 undertakes action that result in a violation of federal or state law.
- 112
- 113 10) All applicable state and federal permits must be obtained before commencement of
- 114 construction.
- 115
- 116 11) Staging of construction materials shall not occur in the public right-of-way.
- 117

118 **Section 5. Appeal.** In accordance with Section 4.6 of the North Bay Village Unified
119 Land Development Code, the Applicant, or any aggrieved property owner, may appeal the
120 decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-
121 Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.
122

123 **Section 6. Violation of Conditions.** Failure to adhere to the terms and conditions
124 contained in this Resolution in Section 4, if any, shall be considered a violation of this Resolution
125 and persons found violating the conditions shall be subject to the penalties prescribed by the
126 Village Code, including but not limited to, the revocation of any of the approval(s) granted in this
127 Resolution. The Applicant understands and acknowledges that it must comply with all other
128 applicable requirements of the Village Code before it may commence construction or operation,
129 and that the foregoing approval in this Resolution may be revoked by the Village at any time upon
130 a determination that the Applicant is in non-compliance with the Village Code.
131

132 **Section 7. Effective Date.** This Resolution shall become effective upon its adoption.
133
134
135

136 The foregoing Resolution was offered by _____, who moved for its adoption.

137

138 This motion was seconded by _____, and upon being put to a vote, the vote was as
139 follows:

140

141 **FINAL VOTE AT ADOPTION:**

142

143 Mayor Brent Latham _____

144 Vice Mayor Marvin Wilmoth _____

145 Commissioner Jose R. Alvarez _____

146 Commissioner Andreana Jackson _____

147 Commissioner Julianna Strout _____

148

149

150 PASSED and ADOPTED this ____ day of _____ 2019.

151

152

153

154

155 _____

MAYOR BRENT LATHAM

156

157

158 **ATTEST:**

159

160 _____

161 ELORA RIERA, CMC

162 Village Clerk

163

164

165 **APPROVED AS TO FORM FOR THE SOLE USE**
166 **AND RELIANCE OF THE VILLAGE:**

167

168 _____

169 JAMES D. STOKES, BCS

170 Special Counsel for the Village

171

172

173

174

175

176

177

178

179

180



Staff Report Waiver for Dock and Boat Lift

Prepared for: North Bay Village Commission

Applicant: Hilda Pelayo Trust

Site Address: 7544 West Treasure Drive

*Request: Waiver for Dock and Boat Lift Construction
Beyond the D-5 Triangle*



General Information

Owner	Hilda Pelayo Trust
Applicant Address	7544 West Treasure Dr North Bay Village, Fl. 33141
Site Address	7544 West Treasure Drive
Contact Person	Henry Albelo
Contact Phone Number	305-316-5032
E-mail Address	bibi@tridentenv.com
Zoning District	RS-2
Use of Property	Single Family Home

General Description

There is an existing 12-foot by 12-foot dock at the subject property, which is a residence in the RS-2 zoning district. The applicant is requesting a permit to construct a new dock which would extend from the existing dock and would include a 7,500 lb capacity boat lift. The existing and proposed dock extends 12 feet from the existing seawall into Biscayne Bay. The proposed boat lift will extend an additional 10.5 feet into the bay from the dock. The total length of the proposed structures will be 22.5 feet from the seawall.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 9.12 of the Village Unified Land Development Code. Section 9.12(B) reads as follows:

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first-obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.
2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.
3. No person, firm, or corporation shall build, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure within the corporate limits of

- the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.
4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
 5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
 - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
 - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
 6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
 - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
 - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
 - c. Any other factors relevant to the specific site.
 7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.
 8. A public hearing held pursuant to this Section shall be quasi-judicial.
 9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but may be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.
 10. A safety light shall be placed on the part of the structure (either dock, mooring pile, or boat lift) which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.

Staff Comments

There is an existing unpermitted dock structure at the subject property. Historical aerials indicate that this dock was constructed between November 2007 and December 2009. The existing dock is 12 foot by 12 foot and is located so that the 7.5 foot side setbacks from the property lines are met.

The proposed dock and boat lift structures extend 22.5 feet from the seawall and are located so that the 7.5 foot side setbacks from the property lines are met.

Since the dock and boat lift extend outside the D-5 triangle, a waiver must be granted by the Village Commission at a public hearing in order for the Village to grant approval of the Applicant's proposed plans. It is the Commission's decision to grant or deny a waiver for these plans.

Miami-Dade DERM has provided pre-approval for the current plans.

At this time, the Applicant has not provided any documentation regarding the state of the current seawall structures. However, a Village seawall inspection was performed for all waterfront properties in the Village in 2016. Notes from that inspection indicate that the seawall at this property had visible rust and cracking.

No letters of consent or letters of objection from adjacent property owners have been submitted with the current application or submitted separately as of the writing of this report.

Staff Recommendations

The proposed dock meets applicable standards and staff has not received any objections to the Applicant's request. However, if there are any objections submitted prior to the public hearing or at the public hearing, the Village Commission should consider those objections in their decision to approve or deny the Applicant's plans, according to Village Code Section 9.12(B)(6). Additionally, the most recently available inspection of the seawall indicates that repairs should be made. If the Commission chooses to approve the Applicant's request, the approval should be subject to the following conditions being met prior to the issuance of a building permit:

1. A safety light shall be placed on at least one of the boat lift pilings which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.
2. Completion of any necessary seawall repairs and provision of a seawall inspection report verifying that the current seawall structures are in good repair.
3. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the

U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.

4. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
5. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit 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.
6. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

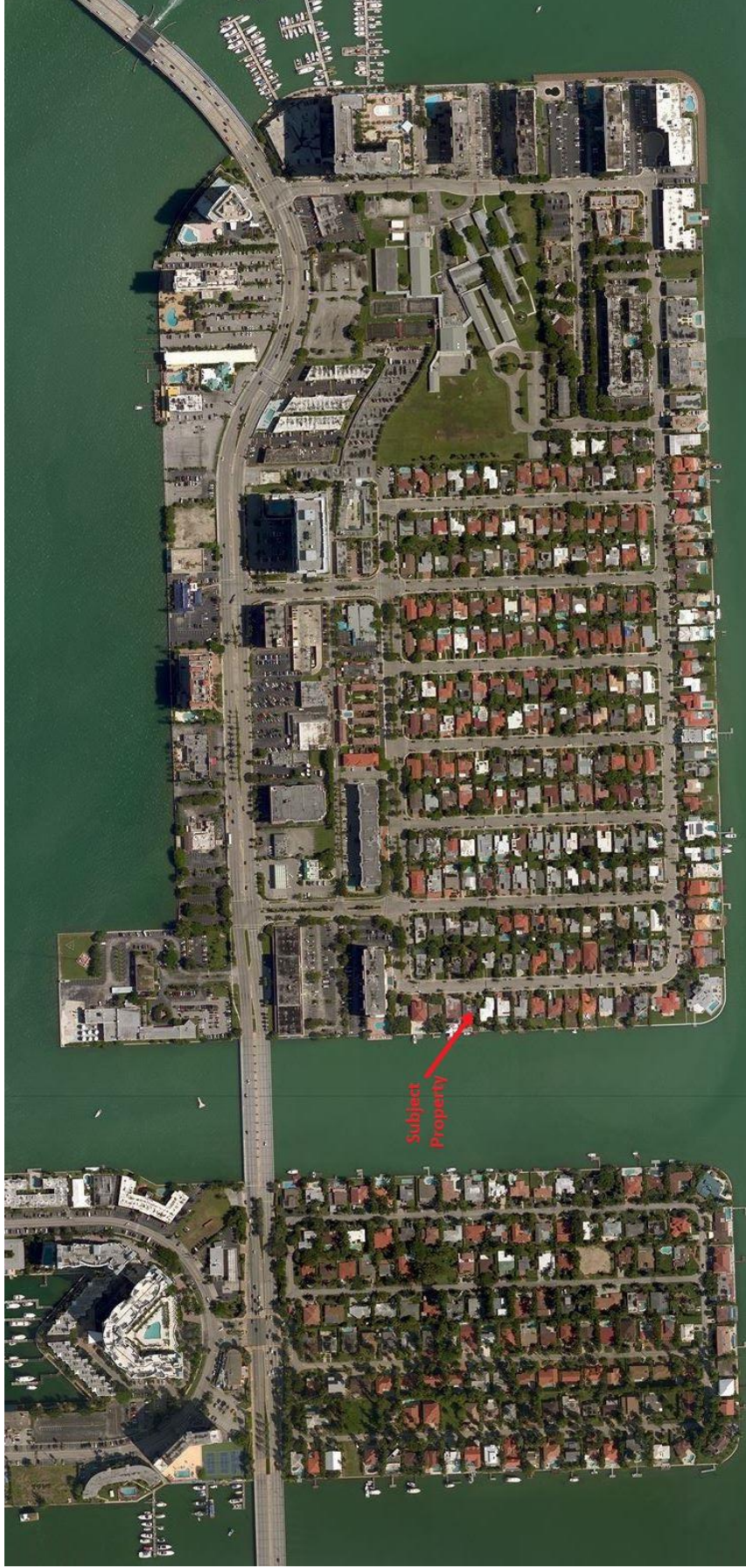
James G. LaRue

James G. LaRue, AICP
Planning Consultant
March 28, 2019

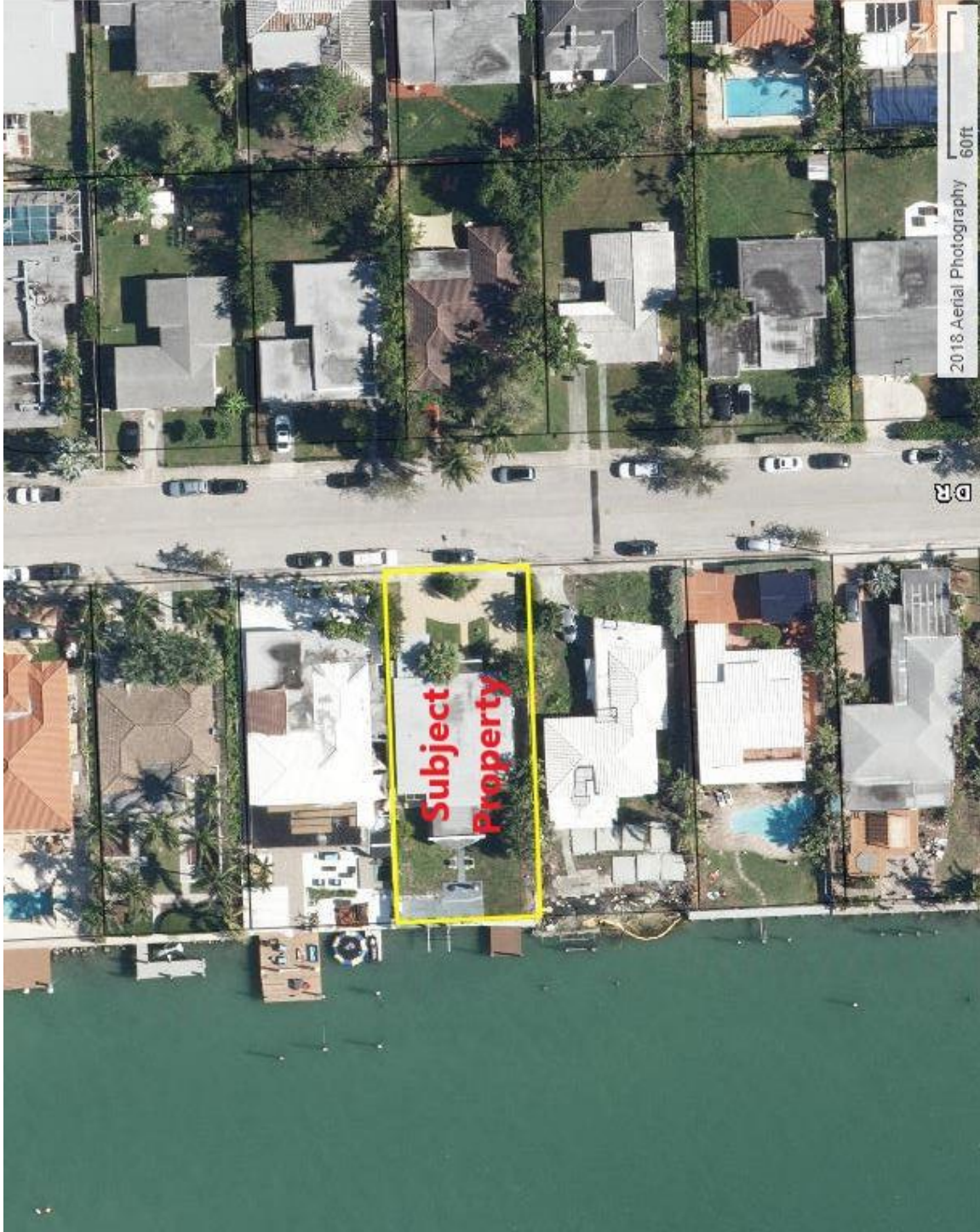
Hearing: Village Commission, April 9, 2019

Attachments: Aerial of Subject Property

Aerial of Subject Property



Aerial of Subject Property



TRIDENT ENVIRONMENTAL
marine design and permitting
1850 SW 8TH STREET
SUITE 208A
MIAMI, FL 33135
305-244-0595
bib@tridentenv.com
www.tridentenv.com

Job name: HILDA PELAYO TRUST
7544 W TREASURE DR
NORTH BAY VILLAGE, FL
Title: TIMBER BOAT DOCK AND 7,500 LB
CAPACITY ELEVATOR BOATLIFT

OWNER: HILDA PELAYO REV TRUST
FOUO # 23-3209-008-0420
TREASURE ISLAND PB 50-67
LOT 44 LOT 1
LAT: 25.846507 LONG: -80.155201
RFR FILE # CL1-2018-0430
RM: LINDSAY ELAM

Sheet no. **S-1**
1 of 4

EXISTING SITE CONDITIONS:



RECEIVED
FEB 01 2019
NATURAL RESOURCES DIVISION
DEPARTMENT OF REGULATORY
AND ECONOMIC RESOURCES

PRELIMINARY APPROVAL
NAME: [Signature]
DATE: 2/1/19

CLI 2018-0830

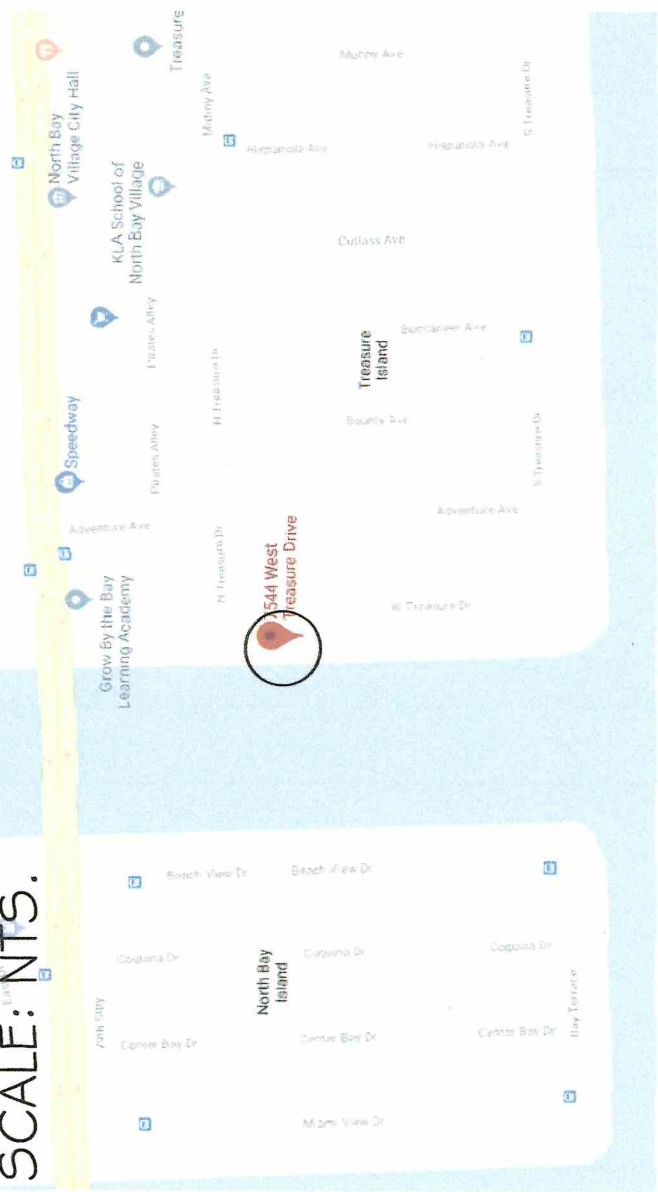
TRIDENT CONSULTING
LUIS ROSAS-GUYON
P.E. # 13725
EB-0004035

11401 S.W. 40 ST., SUITE 245, MIAMI, FL, 33183
PHONE: (305) 386-3858 FAX: (305) 553-0950
WWW.REBES.COM

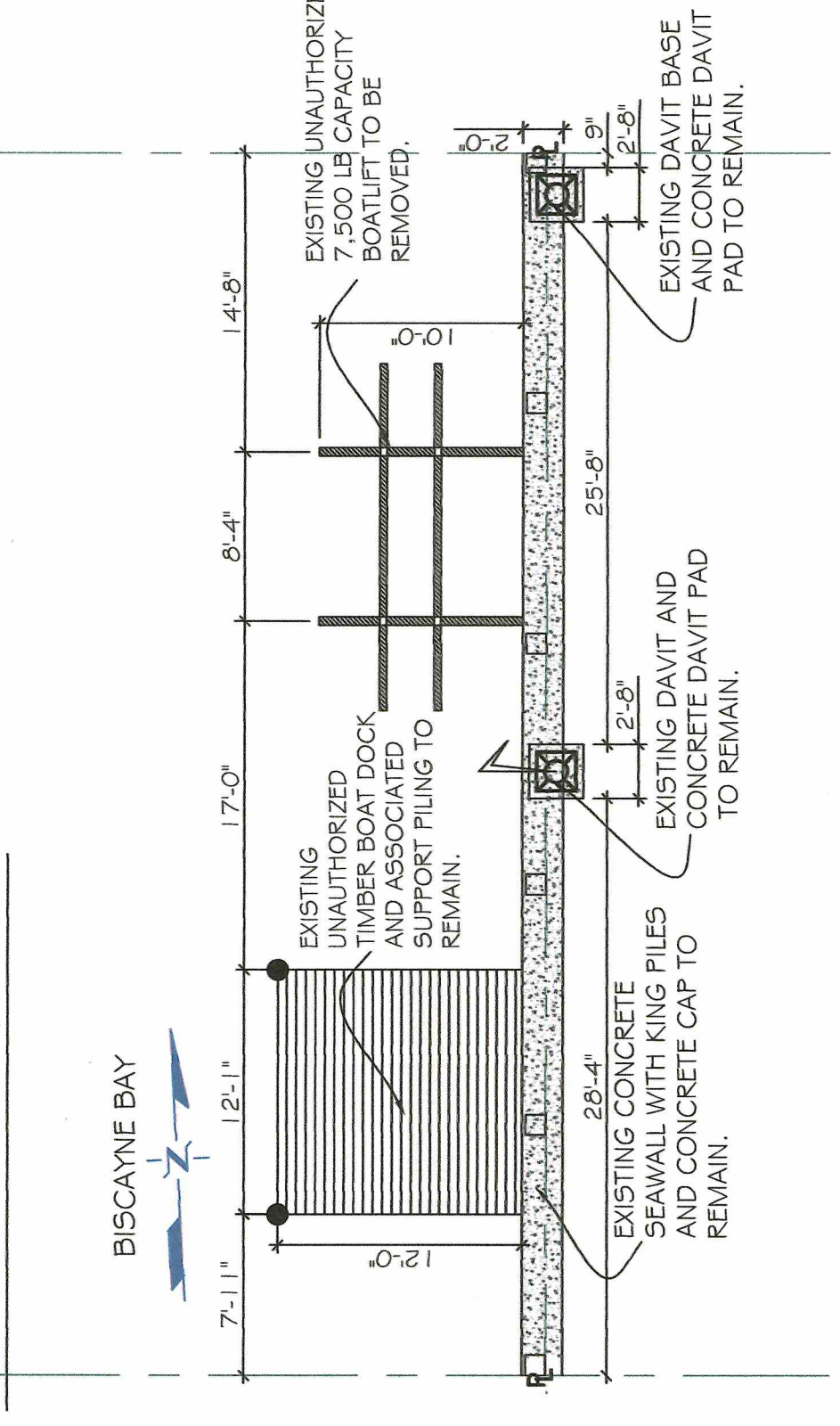
Luis Rosas
1/31/19

LOCATION PLAN:

SCALE: NTS.



EXISTING SITE PLAN:



RECEIVED

FEB 01 2019

NATURAL RESOURCES DIVISION
DEPARTMENT OF REGULATORY
AND ECONOMIC RESOURCES

1850 SW 8TH STREET
SUITE 208A
MIAMI, FL 33135
305-244-0595
blb@tridentenv.com
www.tridentenv.com

TRIDENT ENVIRONMENTAL
marine design and permitting



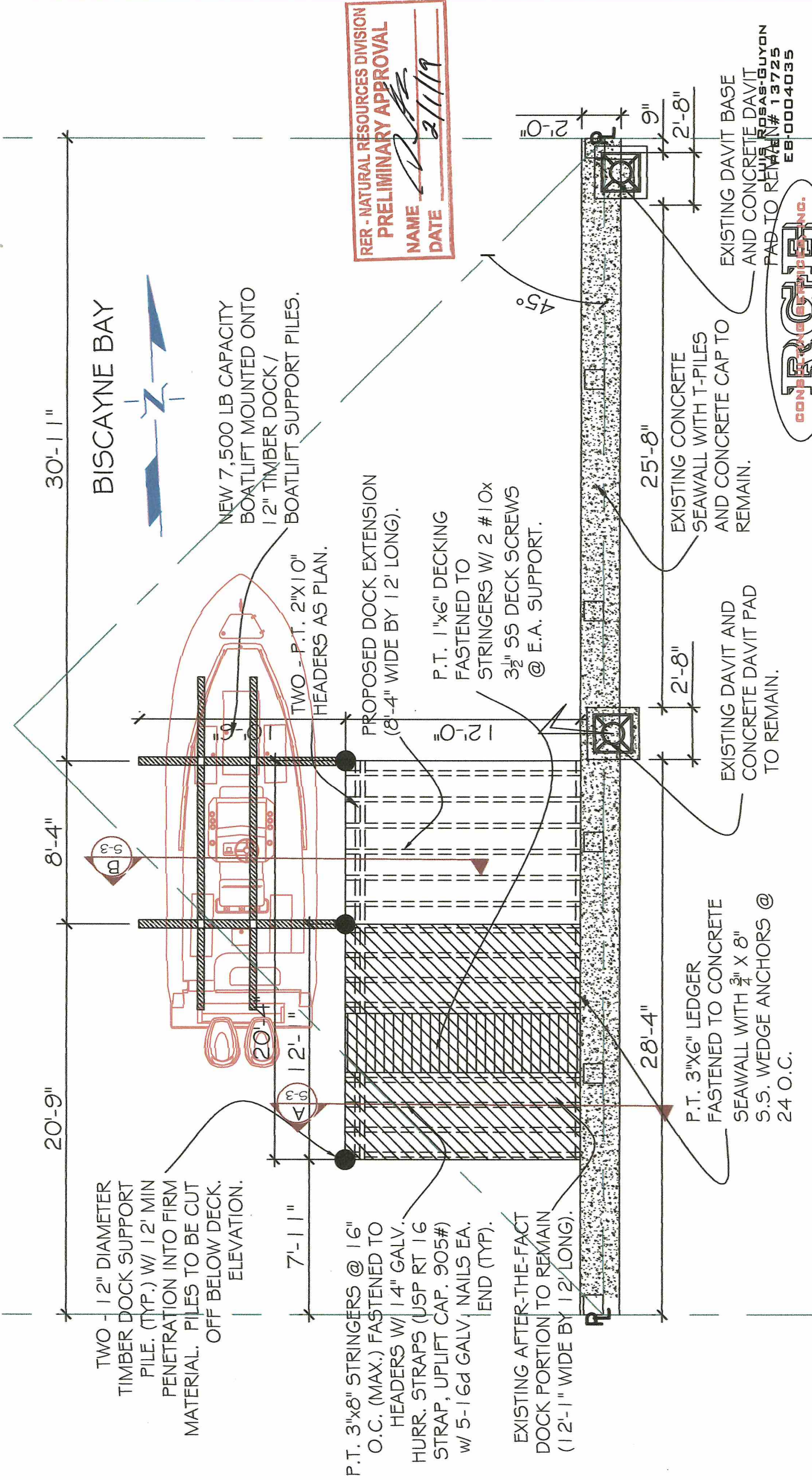
job name: HILDA PELAYO TRUST
7544 W TREASURE DR
NORTH BAY VILLAGE, FL
title: TIMBER BOAT DOCK AND 7,500 LB
CAPACITY ELEVATOR BOATLIFT

OWNER: HILDA PELAYO REV TRUST
FOLIO # 23-3209-009-0420
TREASURE ISLAND PB 50-67
LOT 44 LOT 1
LAT: 25.846507 LONG: -80.155201
RR: LINDSAY BLAM

sheet no. S-2
2 of 4

PROPOSED SITE PLAN:

SCALE: $\frac{3}{16}'' = 1'$



**RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL**
NAME: [Signature]
DATE: 2/1/19



11401 S.W. 40 ST., SUITE 245, MIAMI, FL. 33183
PHONE: (305) 386-3858 FAX: (305) 553-0950
WWW.RGEGCS.COM

Mr. [Signature]
1/31/19

sheet no. **S-3**
3 of 4

OWNER: HILDA PELAYO REV TRUST
 FOLIO # 23-3209-009-0420
 TREASURE ISLAND PB 50-67
 LOT 44 LOT 1
 LAT: 25.846507 LONG: -80.155201
 RFR FILE # CL-2018-0430
 PM: LINDSAY ELAM

Job name: HILDA PELAYO TRUST
 7544 W TREASURE DR
 NORTH BAY VILLAGE, FL
 TITLE: TIMBER BOAT DOCK AND 7,500 LB
 CAPACITY ELEVATOR BOATLIFT

TRIDENT ENVIRONMENTAL
 marine design and permitting
 1850 SW 8TH STREET
 SUITE 208A
 MIAMI, FL 33135
 305-244-0595
 bbl@tridentenv.com
 www.tridentenv.com

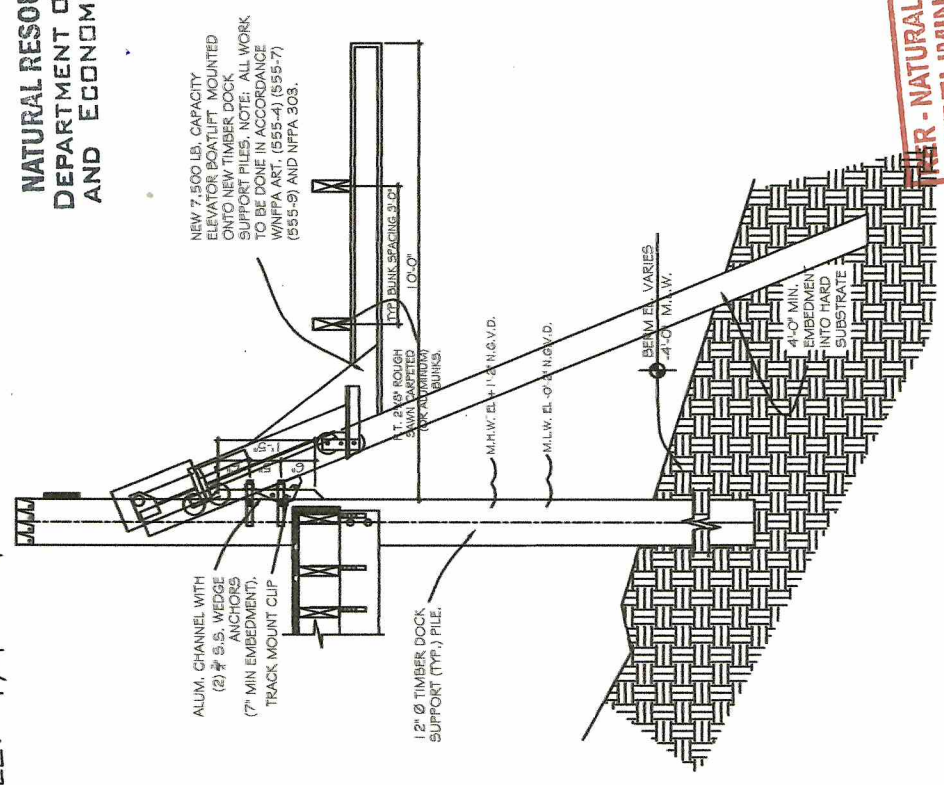
RECEIVED

SECTION B (SHEET S-2)

SCALE: 1/4" = 1'

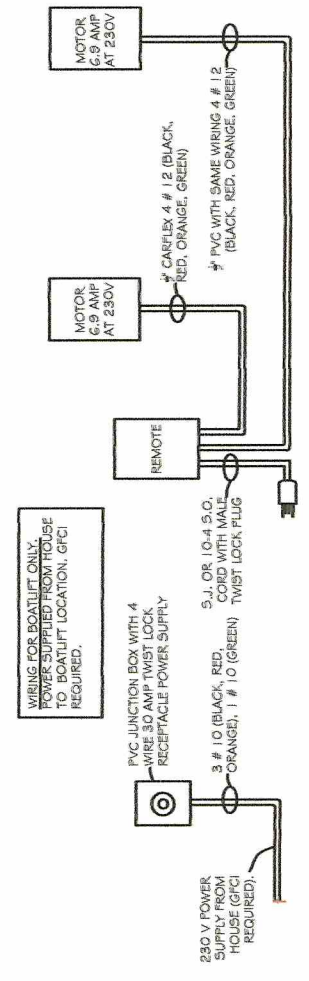
NATURAL RESOURCES DIVISION
 DEPARTMENT OF REGULATORY
 AND ECONOMIC RESOURCES

FEB 01 2019



**NATURAL RESOURCES DIVISION
 PRELIMINARY APPROVAL**
 NAME: *[Signature]*
 DATE: 2/1/19

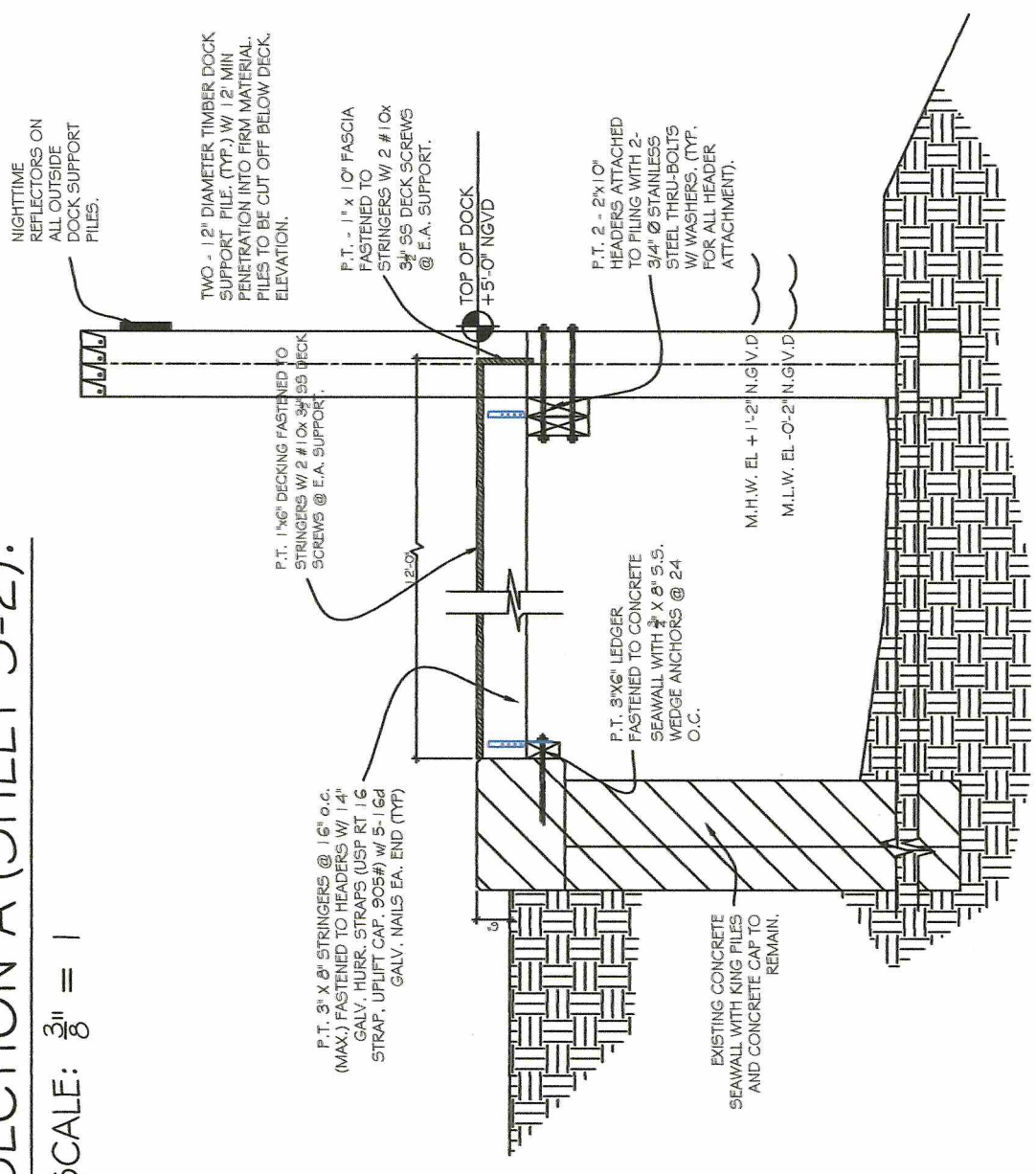
BOATLIFT ELECTRICAL CONNECTION:



LUIS ROSAS-GUYON
 P.E. # 13725
 EB-0004035
CONCRETE CONSULTING
 11401 S.W. 40 ST., SUITE 245, MIAMI, FL. 33183
 PHONE: (305) 386-3858 FAX: (305) 553-0950
 WWW.RECCS.COM
[Signature]
 1/31/19

SECTION A (SHEET S-2):

SCALE: 3/8" = 1'



sheet no. S-4 4 of 4

OWNER: HILDA PELAYO REV TRUST
FOUO # 23-3209-009-0420
TREASURE ISLAND PB 50-67
LOT 44 LOT 1
LAT: 25.846507 LONG: -80.155201
RER FILE # C11-2018-0430
PM: LINDSAY ELAM

job name: HILDA PELAYO TRUST
7544 W TREASURE DR
NORTH BAY VILLAGE, FL
title: TIMBER BOAT DOCK AND 7,500 LB
CAPACITY ELEVATOR BOATLIFT

TRIDENT ENVIRONMENTAL marine design and permitting
1850 SW 8TH STREET
SUITE 208A
MIAMI, FL 33135
305-244-0595
bib@tridentenv.com
www.tridentenv.com

GENERAL NOTES

ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).

ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD.

IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF ENGINEER BEFORE PROCEEDING WITH WORK.

IT IS THE INTENT OF THESE PLANS AND THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH LOCAL, STATE AND FEDERAL ENVIRONMENTAL PERMITS ISSUED FOR THIS PROJECT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE AND GOVERN HIMSELF BY ALL PROVISIONS OF THESE PERMITS.

APPLICABLE BUILDING CODE: FLORIDA BUILDING CODE, 5th EDITION (2014).

CONTRACTOR TO DETERMINE THE SUSTAINABILITY OF EXISTING STRUCTURES AND VERIFY ALL DIMENSIONS. THE CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCES AND PROCEDURES OF WORK.

CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCING WORK.

ANY DEVIATION AND/OR SUBSTITUTION FROM THE INFORMATION PROVIDED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.

WOOD

1. PRIMARY WOOD FRAMING MEMBERS SHALL BE NO. 2 PRESSURE TREATED SOUTHERN PINE OR BETTER. (FB= 1050 PSI MINIMUM).
2. ALL DECKING SHALL BE NO. 1 GRADE OR BETTER. (FB=2000 PSI MINIMUM).
3. ALL DIMENSIONAL LUMBER SHALL COMPLY WITH A.I.T.C. 109-69 SPECIFICATIONS.

HARDWARE, BOLTS AND FASTENERS

1. ALL MISCELLANEOUS STEEL COMPONENTS, BOLTS AND HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.

MISCELLANEOUS

1. FASTENERS EMBEDDED INTO CONCRETE STRUCTURES SHALL BE ANCHORED WITH TWO PARTY EPOXY ADHESIVE (HILTI, INC HIT-HY 200 ADHESIVE ANCHOR SYSTEM FL#17180). ANCHOR HOLES SHALL BE DRILLED TO 1/8" GREATER THAN THE SPECIFIED FASTENER SIZE. HOLES SHALL BE DRILLED TO MINIMUM DEPTH SHOWN ON PLANS & SHALL BE THOROUGHLY CLEANED OUT AND DRY PRIOR TO INJECTION OF EPOXY.

TURBIDITY BARRIER

APPROVED TURBIDITY BARRIERS SHALL REMAIN IN PLACE DURING ALL PHASES OF IN-WATER WORK.

CONTRACTOR SHALL EMPLOY AND MAINTAIN ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES DURING ALL PHASES OF WORK.

LOADS

WIND LOADS AS CALCULATED BY ASCE 7-10, CATEGORY II STRUCTURE, FOR A WIND LOADING OF 175 MPH, EXPOSURE 'C'.

LIVE LOAD = 40 PSF

DEAD LOAD = 10 PSF

DO NOT SCALE DRAWINGS FOR DIMENSION.

RECEIVED

FEB 01 2019
NATURAL RESOURCES DIVISION
DEPARTMENT OF REGULATORY
AND ECONOMIC RESOURCES

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME - [Signature]
DATE - 2/1/19

LUIS ROSAS-GUYON
P.E. # 13725
EB-0004035



11401 S.W. 40 ST., SUITE 245, MIAMI, FL 33183
PHONE:(305) 386-3858 FAX:(305) 553-0950
WWW.RGECB.COM

[Signature]
1/31/19



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 7544 W Treasure Dr.

Owner Name Hilda Pelayo Trst. Owner Phone # 3/244 0595

Owner Mailing Address _____

Applicant Name _____ Applicant Phone # _____

Applicant Mailing Address _____

Contact Person Henry Albelo Contact Phone # 3/316 5032

Contact Email Address Bibi@Tridentenv.com

Legal Description of Property Treasure Island PB 50-67

Existing Zoning _____ Lot Size _____ Folio Number 23-3209-009-0720

Legal Description Treasure Island PB 50-67 Lot 44 Lot 1

Project Description Timber Boat Dock + 7,500 LB Capacity Elevator boatlift

Dock Length Measured Perpendicular from Seawall 12'

Mandatory Submittals (Applicant must check that each item is included with this application)

- Site plans which depict:
 - North point
 - Scale at 1/16 inch to the foot, or larger
 - Date of preparation
 - Dock structures
 - Any mechanical equipment
 - Any exterior lighting
 - Any other physical features
- Property survey
- Elevations
- DERM approval
- Application fees
- Cost recovery deposit

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for dock approval from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting dock 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 Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

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

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 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 by 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 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.

Authorized Signature [Handwritten Signature]

Print Name Hilda Pelayo

(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.)

STATE OF FLORIDA
COUNTY OF Miami-Dade

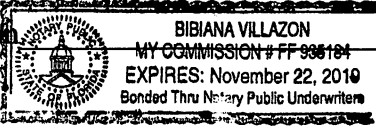
Sworn to and subscribed to before me this 6 day of Feb., 2019

by Hilda Pelayo

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

Notary Public Signature [Handwritten Signature]

Commission Number/Expiration _____



- Mayor: Connie Leon-Kreps; Vice Mayor: Eddie Lim; Commissioner: Dr. Richard Chervony; Commissioner: Wendy Duvall; Commissioner: Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 2/22/2019

Tentative Meeting Date: 3/12/2019

Fee Paid: \$ 2,300⁰⁰

Cash or Check # 117

Date Paid: 2/22/2019

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

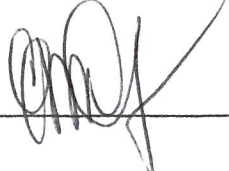
Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



NBV Cost Recovery Transmittal Form

Property Address: 7544 West Treasure Drive
Name : Hilda Pelayo/Hilda Pelayo Rev Trust
Mailing Address: 7544 West Treasure Drive, Miami Beach, FL 33141
Email Address: BIBI@TRIDENTENV.COM
Type of Request: Timber Boat Dock and 7,500 Capacity Elevator Boatlift
Application Amount: \$300.00 **Cost Recovery Fee:** \$2,000.00
Telephone: (305) 244-0545
Check Name: Jose S Pelayo, 1231 NE 88th St, Miami, FL 33138
Date Received by Clerk's Office: 02/22/2019 **Date Submitted to Finance:** 02/22/2019
Clerk Office Signature:  **Finance Office Signature:** Given to Sandra S.

19FEB22 12:13 PM

DOCK APPLICATION FOR PUBLIC HEARING
Page 3 of 3

Office Use Only:

Date Submitted: 2/22/2019

Tentative Meeting Date: 3/12/2019

Fee Paid: \$ 2,300⁰⁰

Cash or Check # 117

Date Paid: 2/22/2019

JOSE S PELAYO
1231 NE 88TH STREET
MIAMI, FL 33138

117

63-751/631 10931
1090007592915

2/20/19 Date

Pay to the Order of CITY OF N.B.U.

TWENTY THREE HUNDRED \$ 2,300.⁰⁰
Dollars



For REF 7544 WEST TREASURER DR

⑆063107513⑆1090007592915⑆00117

RESOLUTION NO. 2019-____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY HILDA PELAYO TRUST CONCERNING PROPERTY LOCATED AT 7544 WEST TREASURE DRIVE FOR A DOCK WAIVER PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE TO ALLOW MARINE CONSTRUCTION BEYOND THE LIMITS OF THE D5 TRIANGLE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hilda Pelayo Trust has applied to North Bay Village for a Dock Waiver pursuant to Section 9.12(B) of the Village Unified Land Development Code to allow construction of a dock and boat lift which will extend beyond the D5 Triangle, as defined by Miami Dade Department of Environmental Resources Management; and

WHEREAS, Section 9.12(B) of the Village Unified Land Development Code and Section 4.9 of the Village Unified Land Development Code sets forth the authority of the Village Commission to consider and act upon an application for a Dock Waiver; and

WHEREAS, in accordance with Section 4.4 of the North Bay Village Unified Land Development Code, a public hearing by the Village Commission was noticed for April 9, 2019 at 6:30 p.m. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

WHEREAS, the Village Commission has reviewed the application, and comments from the public, and determined that the proposed marine structures are safe, compatible, and appropriate; and

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

Section 1. Recitals.

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

Section 2. Finding.

In accordance with Section 9.12(B) of the Village Unified Land Development Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the proposed Dock Waiver to allow construction of a dock and boat lift which will extend beyond the D5 Triangle is safe, compatible and appropriate.

Section 3. Grant.

In accordance with Section 9.12(B) of the Village Unified Land Development Code and the plans provided to the Village Clerks Office, The Village Commission grants approval of a Dock Waiver to install a new dock and boatlift beyond the D5 triangle at 7544 West Treasure Drive, with conditions.

Section 4. Conditions.

Approval of the Dock Waiver is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. A safety light shall be placed on at least one of the boat lift pilings which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.
2. Completion of any necessary seawall repairs and provision of a seawall inspection report verifying that the current seawall structures are in good repair.
3. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
4. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
5. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit 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.

- 6. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Section 4. Appeal.

In accordance with Section 4.6 of the North Bay Village Unified Land Development Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 5. Effective Date.

This Resolution shall become effective upon its adoption.

The foregoing Resolution was offered by _____, who moved for its adoption.

This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED and ADOPTED this ____ day of _____ 2019.

MAYOR BRENT LATHAM

ATTEST:

ELORA RIERA, CMC
Village Clerk

APPROVED AS TO FORM:

DANIEL A. ESPINO
Interim Village Attorney

North Bay Village Resolution: Dock Waiver for 7544 West Treasure Dr.

DRAFT