



NORTH MIAMI PLANNING COMMISSION AGENDA
Tuesday, January 3, 2016 7:00 PM
Council Chambers
776 NE 125th Street, North Miami, FL 33161

I. ASSEMBLY AND ORGANIZATION:

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call of Board Members
- D. Amendments to the Agenda

II. APPROVAL OF MINUTES: December 6th, 2016

III. COMMUNICATIONS: None

IV. CONTINUED PUBLIC HEARING:

PC 1-16: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF THE CAMPUS DEVELOPMENT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, IN ACCORDANCE WITH SECTION 1013.30, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

- 1. Staff Report
- 2. Commission Action

V. PUBLIC HEARINGS:

PC 1-17: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A TENTATIVE PLAT REQUEST, ENTITLED "EAST OF 5TH TOWNHOMES" FROM 5TH AVENUE DEVELOPMENT, LLC, TO SUBDIVIDE TWO (2) PREVIOUSLY PLATTED ADJACENT MULTIFAMILY RESIDENTIAL LOTS LOCATED AT 12121 NE 5TH AVENUE AND 509 NE 121ST STREET, SPECIFICALLY IDENTIFIED BY MIAMI-DADE COUNTY FOLIO NUMBERS: 06-2230-031-0150 ("LOT 1") AND 06-2230-031-0160 ("LOT 2"), INTO TWENTY (20) FEE-SIMPLE TOWNHOME LOTS, IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, ARTICLE 3, SECTION 3-802 OF THE CITY OF NORTH MIAMI CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS, AND CHAPTER 28, SECTION 28-7 (B) OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

- 1. Staff Report
- 2. Commission Action

PC 2-17: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, ADOPTING THE LOCAL HOUSING ASSISTANCE PLAN (LHAP) AS REQUIRED BY THE WILLIAM E. SADOWSKI AFFORDABLE HOUSING ACT OF 1992 AND THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) ACT, FOR FISCAL YEARS 2017-2018, 2018-2019, AND 2019-2020; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE AND SUBMIT THE LOCAL HOUSING ASSISTANCE PLAN AND ANY OTHER NECESSARY DOCUMENTS TO THE FLORIDA HOUSING FINANCE CORPORATION FOR ITS REVIEW AND APPROVAL, AS REQUIRED BY FLORIDA LAW; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

- 1. Staff Report
- 2. Commission Action

VI. COMMITTEE REPORTS: None

VII. OLD BUSINESS: None

VIII. NEW BUSINESS: None

IX. ADJOURNMENT

Interested parties may appear at the meeting and be heard with respect to the matter. Any person wishing to appeal the recommendations of the Planning Commission will need a verbatim record of the meetings proceedings, which record includes the testimony and evidence upon which the appeal is to be based (Chapter 286.0105 F.S.) In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the Community Planning & Development Department no later than four (4) days prior to the proceeding. Telephone (305) 893-6511, Ext. 12159, for assistance. If hearing impaired, telephone our TDD line at (305) 893-7936 for assistance.

MINUTES
 NORTH MIAMI PLANNING COMMISSION
 7:00 P.M.
 Tuesday, December 06, 2016
 COUNCIL CHAMBERS

The meeting was called to order at 7:00 p.m. After the pledge of allegiance, a roll call of the members was taken.

	Name	Present	Excused	Absent
1.	Chair Kevin Seifried	x		
2.	Vice Chair Charles Ernst	x		
3.	Commissioner Kenny Each		x	
4.	Commissioner Jason James	x		
5.	Commissioner Emmanuel Jeanty		x	
6.	Commissioner Peggy Boule	x		
7.	Commissioner Bob Pechon	x		
<i>Alternative Members:</i>				
8.	Commissioner Michael McDearmaid	x		
9.	Commissioner Mary C. Estime-Irvin			

Staff was represented by:

Nixon Lebrun, City Planner
 Roland Galdos, Deputy City Attorney
 Dunia Sanzetenea, Information Technology
 Kent Walia, Board Secretary

I. Assembly and Organization: None

II. Amendments to the Agenda

- a. Chairman Seifried notifies the public that the Whitehouse inn (Ocean Cadillac) project has been pulled by the applicant and will not be heard at this meeting.
- b. Nixon City planner confirms that the items for Ocean Cadillac be pulled from the agenda.

III. Approval of Minutes:

- a. Minutes approved motioned by Commissioner Pechon seconded by Commissioner Ernst.

IV. Communications:

- a. Deputy City Attorney Galdos address the board to confirm that no member of the board had any third-party communications. Chair Seifried mentioned to Deputy City Attorney Galdos to check his report.

V. Continued Public Hearings:

VI. Public Hearings:

PC 12-16: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2015-2016 THROUGH 2017-2020, BASED UPON THE RECOMMENDATIONS OF THE PLANNING COMMISSION; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

Public Hearing:

Budget director Terry Henley provides a brief PowerPoint presentation about what Capital Improvement Projects (CIP) are. Mr. Henley mentions that some of the projects are funded and others are not. Mr. Henley mentions that projects that are not funded can be eligible for future grants and other sources of funding. Mr. Henley mentions an overview of Technology projects, Vehicle replacement, and Water and Sewer Projects. Mr. Henley concluded his brief introduction presentation by saying that if the board has any questions there are department directors and project managers in attendance at the meeting that are available to answer any questions that board may have.

Chair Seifried asks the question to Mr. Henley as to why 2 bus shelters costs 45,000 dollars? Mr. Henley clarifies what the requirements are to have a bus shelter. Transportation Manager John O'Brien approaches the stand and breaks down the cost of the shelter including engineering, design fees and where the stops are located. Mr. O'Brien also mentions the City often asks new development to provide easements for bus shelters and that they need to have the money ready to go for these new shelters. Commissioner Ernst asks Mr. O'Brien have he figured in maintenance costs? Mr. O'Brien mentions that all the shelters requires 40,000 a year and covers by surtax.

Commissioner Pechon asks Budget Direction Terry Henley is the City going to phasing in the body cameras to the Police department over the 5 years? Chief Robert Bage from North Miami police department breaks down the procurement process of the body cameras mentioned that the entire department will be up and running with the new equipment by March. Chief Bage also mentioned that the equipment will be leased and will be a yearly cost. Commissioner Ernst asked Chief Bage about the dispatch equipment and Chief Bage clarifies the questions. Commissioner Mc.Dearmaid asks the Chief does this cover vehicle replacement. Chief Bage mentions that the vehicles where grant funded.

Mr. Henley start listing the projects on page 6 of the CIP report from the beginning and mentioning items that are funded and non-funded and what year. Commissioner Jason James asked the question to Mr. Henley as to why the air conditions wasn't changed that the library. Mr. Henley confirmed it wasn't replaced. Mr. Henley brings up Parks Director Derrick Corker to discuss about pocket Parks size and locations. Commissioner Ernst asks the question if the pocket does it include benches? Mr. Corker lists all the park amenities. Chair Seifried asks the question since Mr. Corker is up there what about \$200,000 in funding set aside for Tomasso pool? Mr. Corker breaks down what the cost will be used for (repairs, amenities, and pool heaters). Chair Seifried asks how long will the pool be opened once the repairs are made. Mr. Corker mentions that the pool will be opened all year long. Commissioner James questions about the façade improvements. Mr. Corker mentions that the façade will be funded by the CRA and would not delay the pool improvements. Commissioner Ernst said since Mr. Corker is up there that he would like to talk about the bleacher repairs. Commissioner Ernst asked if the County rents the stadium for the City and can they pay a cost for some of the repairs? Mr. Corker mentions that currently they do not ask the City additional funding and it's not included in the interlocal agreement but that could apply for grants and outside funding. DCA Galdos mentions that in the agreements sometimes you can include the additional cost for maintenance. Mr. Corker said that he would look into it. Chair Seifried mentions that the material that we are repairing and at the cost we are spending we may want to get some more life expectancy of it. Commissioner James asks the questions are we replacing it with the same material that is out there? Mr. Corker said yes and that they haven't looked into alternative material yet? Commissioner Mc. Dearmaid mentions about the procurement process? DCA Galdos clarifies the procurement process. Chair Seifried asks the question about Cagni Park? DCA Galdos discusses the status of the interlocal agreement and said that it should be going to council sometime for approval.

Mr. Henley mentions the next item will be information technology page 28 of the CIP report. Mr. Henley breaks down the items that are funded and non-funded. Chair Seifried asked the question about electric car charging stations but Mr. Henley mentioned that it was not funded by general fund. Mr. Henley goes on to clarify that solar panels are not funded this year. Mr. Henley mentioned that is was a heavy transportation funded year. Commissioner Ernst asks if the City can look into alternative means of repairing sidewalks other that asphalt because it doesn't look aesthetically pleasing. Public Works director responds to the question saying that they hired a company to shave down any trip hazards then they can come back to repave the side walk with concrete. Commissioner Pechon asks is if there is an up charge to use other alternative products for repairs? Commissioner Ernst asks if there is another way to repair the sidewalks without leaving the gouges?

Mr. Henley goes on and list the Public Works related items. Mr. Henley then discusses the water and sewer items totaling about 14 million dollars in repairs. Commissioner James asks the question to the Public Works director about the water plant about the permits to tap in the water from DEP? Mr. Pierre-Louis mentions that the improvement could increase the amount of water that we can pull to meet the permit requirements. Mr. Pierre-Louis breaks down the purpose for the infrastructure projects and critical facilities. Chair Seifried calls for a motion for a Public hearing.

Public Hearing

William Prevetel North Miami resident said that commends Commission James about the planking. Mr. Prevetel also asked the question regarding pricing of the items in the CIP that the city is providing. He asked the question about water and sewer even though its tens of millions of dollars. That if there was an owner’s representative that they could be rewarded for saving the City on money. He mentions that even saving 10% would equal into millions of dollars in savings. Mr. Prevetel also mentions that only about 2% of this entire budget is break down into stuff that tourist can see. Mr. Prevetel also mentions that City is applying for a Bond to pay for stuff that we can see.

Commission Discussion:

Chair Seifried closes the public hearing and calls for a motion. **Commissioner Mc. Dearmaid calls for the motion, seconded by Commissioner James all in favor 5-0**

— — —

The next meeting was scheduled for January 3rd 2017

VII. COMMITTEE REPORTS: None

VIII. OLD BUSINESS: None

IX. NEW BUSINESS:

X. ADJOURNMENT

Respectfully submitted:

Attest:

Kevin Seifried, Chair
Planning Commission

Nixon Lebrun, AICP, CFM, City Planner
Community Planning & Development

Prepared by:

Kent Walia, Temporary Board Secretary
Community Planning & Development

MEMO DATE: **October 31st, 2016**

AGENDA DATE: **January 3rd, 2016**

TO: **City of North Miami Planning Commission**

FROM: **Nixon Lebrun, AICP, MPA, CFM, City Planner**

RE: **FIU BBC CAMPUS DEVELOPMENT AGREEMENT 2015-2020**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF THE CAMPUS DEVELOPMENT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, IN ACCORDANCE WITH SECTION 1013.30, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

RECOMMENDED PLANNING COMMISSION ACTION

That the Planning Commission (hereafter the Commission) recommends approval of the proposed resolution approving the execution of the Florida International University (FIU) Biscayne Bay Campus Development Agreement and forward to the Mayor and City Council for final consideration.

BACKGROUND

Sections 1013.30 (3)-(9), F.S. require that each university prepare and adopt an updated campus master plan every five years, which identifies general land uses and outlines the goals, objectives and policies of the university during the succeeding 10 to 20 years. Also, Sections 1013.30 (10)-(23) F.S. require that, within 270 days after the adoption of a campus master plan, the university draft and submit a proposed campus development agreement to the host local government for its consideration and said agreement, shall have a duration of at least five (5) years and not more than ten (10) years. The intent of the agreement is to provide for consistency between the campus master plan and the host local government comprehensive plan. More specifically, the agreement reflects the mutual covenants and promises between the university and the host local government as related to concurrency implementation and the mitigation of impacts reasonably expected over the term of the agreement on the host local government's public facilities and services. On one hand, the agreement ensures that adequate potable water, sanitary sewer, solid waste, stormwater

management, parks and recreation, roads, and public transportation facilities are available and consistent with the level of service for these facilities, as adopted in the host local government comprehensive plan. On the other hand, it provides a mechanism for the university to pay, over the term of the agreement, any fair share cost to provide public facilities and services to the campus and/or to eliminate any deficiencies in such service or facility, which the proposed campus development will create or to which it will contribute.

In compliance with Sections 1013.30 (3)-(9), F.S., on March 27th, 2014, the Florida International University Board of Trustees ("FIU BOT") prepared and adopted an updated university campus master plan for the Biscayne Bay Campus of the Florida International University ("FIU BBC") for the period of 2010 through 2020. Following the adoption of the master plan, and consistent with the requirements of Sections 1013.30 (10)-(23), the FIU BOT submitted a proposed campus development agreement (the "Agreement") in mid-2015 to the City for its review. Staff from the Public Works Department and the Community Planning and Development Department reviewed the Agreement for accuracy, for consistency with the City's Comprehensive Plan, and for adherence with all other applicable standards. Comments from City staff were incorporated into the Agreement, which, consistent with the requirements of Section 163.3225, F.S., the FIU BOT presented to the City in late 2015 for execution.

PREVIOUS PLANNING COMMISSION ACTION

That Agreement was considered by the Commission at its February 9, 2016 regularly scheduled meeting. In attendance for the Commission were Chair Kevin Seifried, Commissioners Kenny Each, Jason James, Bob Pechon, Peggy Boule and Michael McDearmaid. Representatives from FIU included Isabel Diaz, the Associate General Counsel, John Cal, Facilities Management Associate Vice-President; Robert Griffith, Facilities Planning Director of Planning, and Stuart M. Grant, Facilities Planning Coordinator. Some nearby residents, who were present, aired their concerns during the public forum in hopes the Commission would require appropriate mitigation strategies from the school in order to address the deteriorating traffic conditions on Biscayne Boulevard. There was also a deep uneasiness among these residents over the rumored possibility of a vehicular access to the campus from NE 135th Street, which, they argue, would negatively impact their neighborhood and quality of life, due to increased traffic and heightened pedestrian vehicular conflicts. Following a lengthy discussion, the Commission unanimously agreed that an updated traffic impact study need to be conducted that accurately assesses the traffic conditions on Biscayne Boulevard and that formulates appropriate mitigation strategies. The Commission also requested that new language be added in the Agreement to prohibit vehicular access to the campus from NE 135th Street, and that a new map be provided as exhibit, which depicts an actual aerial view of the geographical context covered in the Agreement, one that is also consistent with the University's approved Master Plan.

CONCLUSION

The FIU BOT has revised the Agreement to address specific comments from the February 9, 2016 Planning Commission meeting. First, the Traffic Impact Assessment, which is now added to the Agreement as Exhibit "C", has been revised and updated to provide complete traffic data and analysis for each station in tabular form, as opposed to being included in the Agreement, as previously done. Second, the geographic area covered by the Agreement (Exhibit "B"), has been revised to reflect an actual aerial view of the context area of the Agreement. Lastly, section 7.5 of the Agreement has also been revised to include language, covenanting and promising that motorized vehicle traffic to and from the campus is not allowed through NE 135th Street.

As noted earlier, the intent of this Agreement is to implement the requirements of concurrency contained in Sections 1013.30 (10)-(23), F.S., by addressing concurrency implementation and the mitigation of impacts reasonably expected over the term of this Agreement on the City's public facilities and services, including roads, sanitary sewer, solid waste, drainage and stormwater management, potable water, parks and recreation, and public transportation. Staff believes that the revised Agreement is in furtherance of Policy 8.1.5 of the Intergovernmental Element of the City's Adopted Comprehensive Plan, which requires that all local university campus master plans be consistent with the City's Adopted Comprehensive Plan. Furthermore, the Agreement is in keeping with Policy 8.1.3 of the above-noted Element, which calls for intergovernmental joint planning and service agreements with appropriate entities, such as FIU BBC, in order to address the resulting strain on the City's transportation system.

In light of the above, staff finds the Agreement, as revised, to advance the goals, objectives and policies of the Intergovernmental Element of the City's Comprehensive Plan. Staff further finds the Agreement to satisfy the special provisions for campus planning and concurrency of Section 1013.30, F.S. As such, staff recommends that, upon reviewing the Agreement and hearing any testimony at the public hearing, the Commission issue a recommendation to the Mayor and City Council approving the execution of the Agreement between the City and the FIU BOT.

NL/tws

Attachment: Proposed Resolution
Exhibit – Proposed FIU Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF THE CAMPUS DEVELOPMENT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, IN ACCORDANCE WITH SECTION 1013.30, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, Section 1013.30, Florida Statutes, requires that each university in the State of Florida prepare and adopt a campus master plan that identifies general land uses and outlines the goals, objectives and policies of the particular university; and

WHEREAS, on March 27, 2014, the Florida International University Board of Trustees (“FIU Board”) prepared and adopted a university campus master plan for the Biscayne Bay Campus of Florida International University (“FIU BBC”) covering the period of 2010 through 2020, in accordance with the statutory requirements; and

WHEREAS, Section 1013.10(10), Florida Statutes, requires the FIU Board to draft and submit to the City a proposed campus development agreement within two hundred-seventy (270) days after the adoption of the FIU BBC campus master plan (“Campus Development Agreement”); and

WHEREAS, the Campus Development Agreement is required to establish guidelines to ensure consistency between the FIU BBC’s campus master plan and the City’s Comprehensive Plan; and

WHEREAS, the Campus Development Agreement shall determine the impacts of proposed campus development reasonably expected over the term, on public facilities and services, including: roads, sanitary sewer lines, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation; and

WHEREAS, the Campus Development Agreement shall identify any deficiencies in public facilities and services, which the proposed campus development will create or to which it will contribute; and further identify all improvements to facilities or services which are necessary to eliminate such deficiencies; and

WHEREAS, the Campus Development Agreement shall identify the university's "fair share" of the cost incurred by the City for all improvements to facilities or services which are necessary to eliminate deficiencies, in accordance with Section 1013.30, Florida Statutes; and

WHEREAS, once the City and the FIU Board agree on the provisions of the Campus Development Agreement, the Campus Development Agreement is to be executed by the City and the FIU Board, consistent with the requirements of Section 163.3225, Florida Statutes; and

WHEREAS, on January 3, 2017, the Planning Commission reviewed the Campus Development Agreement and submitted its recommendation of approval to the Mayor and City Council for final review and approval, in accordance with Section 3-1304, City of North Miami, Land Development Regulations ("LDRs"); and

WHEREAS, in accordance with Section 3-1306 of the LDRs, the Mayor and City Council find that the proposed Campus Development Agreement is consistent with and furthers the goals, policies and objectives of the City's Comprehensive Plan.

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

Section 1. **Mayor and City Council Approval.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the execution of the Campus Development Agreement, in substantially the attached form, between the City of North Miami and the Florida International University Board of Trustees, in accordance with Section 1013.30, Florida Statutes.

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

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ___ day of _____, 2017.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

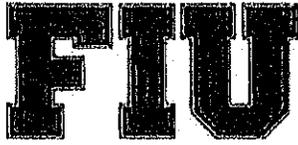
Moved by: _____

Seconded by: _____

Vote:

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

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)



FLORIDA
INTERNATIONAL
UNIVERSITY

MEMORANDUM

TO: Nixon Lebrun, AICP, MPA, CFM
City Planner
Community Planning and Development Department
12400 N.E. 8th Avenue
North Miami, FL 33161
Tel: (305) 893-6511, Ext. 12159
Fax: (305) 895-4074

FROM: Bob Griffith, Director of Planning
Facilities Planning *BMG 11/14/2016*

SUBJECT: Campus Development Agreement between FIU Board of Trustees and City of
North Miami – Revised

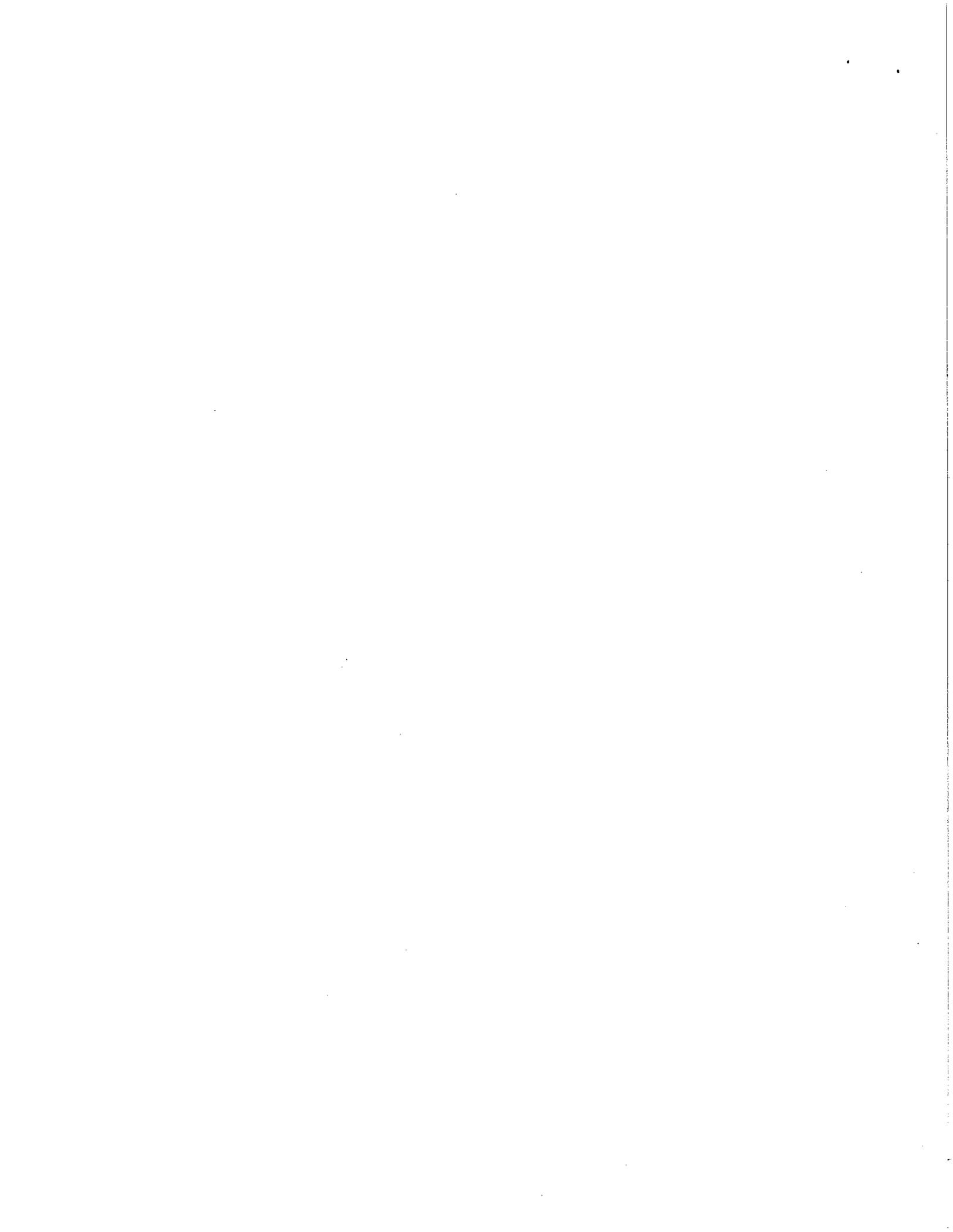
DATE: November 14, 2016

Thank you for reviewing the FIU revisions to the proposed Campus Development Agreement (CDA) as revised and transmitted by FIU's Associate General Counsel, Isabel Diaz. Revisions address, among other things, specific comments from the City Planning Commission meeting of February 9, 2016:

1. "Table 16A – Traffic Impact Assessment" has been revised and added to the CDA as Exhibit "C." The table replaces station by station narrative, previously under section 10.6 of the CDA, by providing complete traffic data and analysis for each station in tabular form.
2. Questions about 135th street near FIU have been addressed in section 7.5 of the CDA by adding language proposed by the City staff related to the City's current use of the area surrounding 135th street where it passes through the mangroves near FIU.
3. The Geographic Area covered by the CDA, attached as Exhibit "B" to the CDA, has been revised to reflect an actual aerial view of the area covered by the CDA.

Attached please find a brief PowerPoint presentation for use at the City Planning Commission meeting and an original copy of the CDA. The presentation provides an overview of the 1013.30, F.S. planning process and a timeline of past and recent efforts by FIU and the City to meet those requirements. Affected roadway segments are shown on an aerial view map of the FIU geographical context area keyed to Table 16A. FIU's 2010-2020 capital improvement table "Exhibit A" from the CDA is included with completed projects highlighted.

We look forward to the seeing you at the City Planning Commission meeting and continuing our partnership with the City to achieve mutually beneficial goals.



**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
AND THE CITY OF NORTH MIAMI**

THIS CAMPUS DEVELOPMENT AGREEMENT (the "Agreement") is made effective on the latest signature date below (the "Effective Date") by and between the **CITY OF NORTH MIAMI**, a municipal corporation of the State of Florida, (the "City"), and **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**, the governing body of the Florida International University, a State of Florida University, ("FIU BOT") (the City and FIU BOT shall be collectively referred to as the "Parties" or each as a "Party").

WITNESSETH:

WHEREAS, the Biscayne Bay Campus of Florida International University ("FIU BBC Campus") located in the City of North Miami is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to the City; and

WHEREAS, in recognition of this unique relationship between campuses of the State University System and the local government in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes; and

WHEREAS, the FIU BOT prepared and adopted a campus master plan on March 27, 2014, covering the period of 2010 – 2020, for FIU BBC Campus in compliance with the requirements set forth in Section 1013.30(3) through Section 1013.30(9), Florida Statutes; and

WHEREAS, upon adoption of the campus master plan, the FIU BOT and the City are required to enter into a campus development agreement; and

WHEREAS, the campus development agreement shall determine the impacts of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation; and

WHEREAS, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute; and

WHEREAS, the campus development agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies; and

WHEREAS, the campus development agreement shall identify FIU BOT's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies; and

WHEREAS, it is the intent of the Parties that FIU BOT's "fair share" costs of improvements is to be funded by the FIU BOT in accordance with and subject to the terms of Florida Statute 1013.30, as may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 RECITATIONS

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

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

- 2.1 The term "Administration Commission" means the Governor and the Cabinet.
- 2.2 The term "affected person" means a host local government; an affected local government; any state, regional or deferral agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.
- 2.3 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.
- 2.4 The term "campus master plan" means a plan that meets the requirements of Sections 1013.30 (3) - (9), Florida Statutes.
- 2.5 The term "comprehensive plan" means a plan that meets the requirements of Sections 163.3177 and 163.3178, Florida Statutes.

- 2.6 The term “concurrency” means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.7 The term “development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
- 2.8 The term “force majeure” means acts of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions epidemics, or compliance with any court order, ruling, or injunction.
- 2.9 The term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, parks and recreations, roads, and public transportation facilities.
- 2.10 The term “state land planning agency” means the Florida Department of Economic Opportunity.

3.0 INTENT AND PURPOSE

- 3.1 This Agreement is intended to implement the requirements of concurrency contained in Sections 1013.30 (10)-(23), Florida Statutes. It is the intent of the Parties to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities are available and consistent with the level of service for these facilities, as adopted in the City’s comprehensive plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of this Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation.
- 3.3 This Agreement is not intended to alter or limit the land uses, densities, intensities, site development, or environmental management standards applicable to campus development.

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by the Parties.
- 4.2 FIU BOT represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable agreement between the City and FIU BOT.

- 4.3 The City represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the City represents that this Agreement has been duly authorized by the City Council and constitutes a valid, binding and enforceable contract of the City, having been previously approved by a resolution adopted by the City Council and has been the subject of one or more duly noticed public hearings as required by law, complies with all requirements of law applicable to the City, and does not violate any other agreement to which the City is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the City is subject to.
- 4.4 All applicable state and regional environmental program requirements shall remain in effect.
- 4.5 In the event that all or a portion of a development reserving capacity pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure, the FIU BOT, its grantees, successors and assigns, shall have the right to rebuild and/or repair the damaged portion of the development at no cost to the City and no increase in impact fees to FIU BOT, and the Parties hereby agree that the time period for performance under the terms of this Agreement shall be extended to a time period mutually agreed to by the Parties to facilitate completion of the development in compliance with this Agreement.
- 4.6 Upon execution of this Agreement, all campus development identified in Exhibit "A", attached hereto and made part hereof, may proceed without further review by the City if said development is consistent with the terms of this Agreement and FIU BOT's adopted campus master plan (the "FIU Campus Master Plan").
- 4.7 The Parties acknowledge that a Magnet School is identified as part of the campus development in the FIU Campus Master Plan. The Parties further acknowledge that the Magnet School, which shall be owned and operated by The School Board of Miami-Dade County, Florida, shall contract for all utilities with the City and shall be directly responsible for its fair share of costs of necessary improvements required as a result of the impacts of the Magnet School reasonably expected over the term of this Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation and public transportation.
- 4.8 FIU BOT's performance and obligations hereunder are subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes set forth herein.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both Parties and shall remain in effect for ten (10) years, unless extended by the Parties' mutual consent in accordance with Section 17.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement is identified in Exhibit "B", attached hereto and made a part hereof.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support development authorized under the terms of this Agreement.

- 7.1 The stormwater management system for FIU BBC Campus is a combination of percolation, overland flow, exfiltration systems, and positive drainage systems. The stormwater management facilities are owned, operated and exclusively used by FIU BOT, and are not shared with the City.
- 7.2 The potable water and fire protection needs for FIU BBC Campus are provided by a network of water mains consisting of the water supply source, primary distribution system, secondary distribution system, and services. Large water mains along N.E. 151 Street and N.E. 135 Street supply the campus with water. These mains are owned and maintained by the City of North Miami Public Works Department, Utilities Division, and distribute water from the Winson Water Plant at Sunkist Grove and from the Miami-Dade Water and Sewer Department (WASD). All of the main distribution lines (8 inches diameter and larger) are also owned and maintained by the City.
- 7.3 The sanitary sewer system currently owned by FIU BOT was designed and constructed by the City and consists of multiple gravity sewer and pump station subsystems. Sewage generated by FIU BBC Campus is pumped into a force main owned and operated by the City. The City contracts with WASD to provide sewage treatment and disposal services.
- 7.4 Solid waste (trash) is collected by approved and licensed private haulers under contract with FIU BOT in dumpsters located throughout the FIU BBC Campus and transported to the North Dade Landfill for disposal. Paper and aluminum products are collected by FIU BOT staff and recycled. Hazardous wastes are collected and stored on-campus until they are collected by a waste disposal company. Biohazardous wastes are routinely collected from the point of generation by a waste disposal company. All of these solid waste collection services are paid for by FIU BOT.

Recreation and open space facilities are provided by FIU BOT. Accordingly, FIU BOT is responsible for the operation and maintenance of all recreation and open space facilities on campus.

- 7.5 Bay Vista Boulevard, which leads to the FIU BBC Campus, functions as the main collector road. All other roads that provide access to the campus function as local streets. Off-campus, Biscayne Boulevard functions as state principal arterials. The City has created a nature preserve in and around the right-of-way of NE 135th Street where that right-of-way passes through Mangrove areas to the north and south. The City has created a bicycle and pedestrian path in the aforementioned right-of-way area and that section of right-of-way is currently not opened to motorized vehicle traffic. The City of North Miami has constructed

new bridges serving the NE 135th Street bicycle and pedestrian path. The City represents that the aforementioned bridges are suitable for use by emergency vehicles. The Miami-Dade Transit Authority has covered bus shelters located on the FIU BBC Campus and multiple bus routes run daily. Additionally, the City of North Miami's Nomi Shuttle Service offers free public transportation to the FIU BBC Campus.

7.6 Miami-Dade County and FIU BOT, together, provide emergency response, homeland security, disaster management, and critical incident management to the FIU BBC Campus. The FIU BOT Police Department provides full-time law enforcement services. Miami-Dade County provides complete fire and rescue services.

8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE CITY

The primary purpose of the Level of Service (LOS) criteria is to maintain a stormwater management system that provides adequate flood protection, upholds water quality standards, protect public safety and property, maintain passable roads for emergency and evacuation traffic, and control flood stages below homes and building as practicable.

8.1 Design Storm Minimum LOS

In connection with new construction, the Design Storm Minimum LOS requires the construction of new City stormwater systems that provide a minimum LOS for disposal of a 25-year design storm with a 72-hour duration and, if applicable, require construction of permitted storm drain systems that fall under other governmental agencies providing storm drainage disposal service. This standard shall be applicable to development impacting on State owned or maintained facilities. Where applicable, the design of the system shall be approved by the water management division of Miami-Dade County and provide a minimum level of service adopted by Miami-Dade County Resolution R-951-82, as may be amended from time to time.

During the review and approval of site plans for new development, and as a condition of issuance of development orders, approvals or permits, the design storm minimum LOS requires the appropriate public or private stormwater disposal system that will not pose a potential liability to the City or the environment, be constructed in conjunction with the development, and in place prior to the impacts of development.

The Design Storm Minimum LOS ensures that stormwater level of service standards consistent with those set by the SFWMD are maintain at all times.

The City's current LOS shown below was established in the 2000 SWMP.

Type of Infrastructure	Design Storm Event	LOS Criteria
Biscayne Canal (Primary)	100-Year	Top of Bank
Miami-Dade County Canals (Secondary)	25-year	Top of Bank

Residential, Commercial and Public Structures	100-year	15 feet from Step
Principal Arterial (Evacuation Routes)	100-year	Impassable at 8 inches above top of crown
Minor Arterial (4-lane roads in high traffic areas)	10-year	To outer edges of traffic lanes
Collector Roads (2-lane roads on residential and commercial areas)	5-Year (except 10-year for a bridge or culvert in the canal system)	To crown of street
Local roads	5-Year	To crown of street or within 15 feet of occupied structure, whichever is lower
Biscayne Canal (Primary)	100-Year	Top of Bank

The monitoring and evaluation criteria for the design storm minimum LOS requires that appropriate stormwater disposal systems be constructed prior to the impact of new development.

City collector streets and all other city streets: provide protection to dispose of a two-year design storm return frequency, with a 24-hour duration, as provided in the City's comprehensive plan.

Areas other than streets: impervious areas shall be drained to a collection system or to pervious areas that have sufficient percolation, and on a minimum ratio of one square foot of effective pervious area for each 10 feet of impervious area. Disposal of rainwater during any five-minute period for each square foot of impervious area. In areas regulated by the State, additional or more stringent requirements may apply.

8.2 The City of North Miami comprehensive plan establishes the following level of service for potable water facilities:

Domestic water shall maintain a level of service standard of 165 gallons/capita/day, a minimum pressure at the water meter of 30 p.s.i., and a total storage capacity equal to no less than 15 percent of the service area average daily demand.

Fire flow improvement projects shall be designed to meet the Miami-Dade County fire flow requirements as follows:

<u>Use</u>	<u>Gallons Per Minute (Minimum)*</u>
Single family	500 @ 20 psi residual on the system
Duplex	750 @ 20 psi residual to the system
Townhouse	1,500 @ 20 psi residual to the system

Multi-family, offices, hospitals,	
Schools	2,000 @ 20 psi residual to the system
Commercial	3,000 @ 20 psi residual to the system
Industrial	3,000 @ 20 psi residual to the system

* Lesser fire flows may be approved on an interim basis by the Miami-Dade County Fire Department.

The required duration for fire flow shall be as follows:

Required Fire Flow (GPM)	Required Duration (Hours)
10,000 and greater	10
9,500	9
9,000	9
8,500	8
8,000	8
7,500	7
7,000	7
6,500	6
6,000	6
5,500	5
5,000	5
4,500	4
4,000	4
3,500	3
3,000	3
2,500 and less	2

8.3 The City of North Miami comprehensive plan establishes the following level of service standards for sanitary sewer facilities:

The system shall maintain the capacity to collect and dispose of 100 gallons of sewage per capita per day. Pressure sewers 12" in diameter and under shall be designed to allow for a flow velocity of not more than 5 feet per second. Capacity shall be computed as noted below for the gravity sewers.

The sewage collection shall have the capacity to meet the guidelines set in Sec 24.43 Miami-Dade County Code 12-13-2010 and summarized below:

<u>Use</u>	<u>Gallons Per Day (Minimum)</u>
Single family	220 per unit (under 3,001 sq. ft)
	320 per unit (3,001 – 5,000 sq. ft)
	550 per unit (over 5,000 sq ft)
Townhouse	180 per unit

Apartments/condominiums	150 per unit
General office buildings	5 per 100 square feet
Other uses	Developers shall be required To upgrade capacity of existing systems, or build new systems, to maintain the existing level of service.

- 8.4 The City of North Miami comprehensive plan establishes a level of service standard for solid waste which requires collection systems to have the capacity for a generation rate of 4.5 lbs per capita per day.
- 8.5 The City of North Miami comprehensive plan currently establishes a level of service standard for parks, open space, and recreational facilities of a minimum of 2.75 acres per 1,000 people.
- 8.6 The City of North Miami comprehensive plan applicable as of the Agreement Effective Date establishes a minimum acceptable level of service for all City streets.

9.0 FINANCIAL ARRANGEMENT BETWEEN FIU BOT AND SERVICE PROVIDERS

FIU BOT has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the FIU BBC Campus:

- 9.1 FIU BOT agrees to pay the City monthly fees based on approved rates established by the City for similarly sized public customers for the services applicable to the FIU BBC Campus, and required to be paid by the FIU BOT under Florida Law, as such rates may be adjusted from time to time by the City in accordance with applicable law.
- 9.2 FIU BOT agrees to pay the City its fair share of the cost to maintain, improve, repair, and upgrade those off-site water and sewer facilities owned by the City which also service the FIU BBC Campus.
- 9.3 FIU BOT has entered into a contract with Waste Management of Florida, Inc. for trash collection and removal services to the FIU BBC Campus. FIU BOT provides an annual payment to Waste Management of Florida, Inc. for such services.
- 9.4 There are no financial arrangements between FIU BOT and the City or any other entity for the provision of parks and recreation facilities or service to the FIU BBC Campus.
- 9.5 FIU BOT has entered into a contract with Academy Bus for the provision of shuttle bus services for faculty, students and staff between the Modesto Maidique campus and the FIU BBC Campus. FIU BOT provides an annual payment to Academy Bus for such services.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON OFF-CAMPUS PUBLIC FACILITIES AND SERVICES

- 10.1 FIU BOT and the City concur with the data, analysis, and conclusions contained in the December 2012 document, entitled Florida International University (FIU) 2010-2020 Campus Master Plan Update Inventory & Analysis Report, with regard to the impacts of development proposed in the FIU Campus Master Plan on public stormwater management facilities. The FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report was prepared by Perkins + Will in support of the adopted FIU Campus Master Plan. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for off-campus public stormwater management facilities below the level of service standards adopted by the City.
- 10.2 FIU BOT and the City concur with the data, analysis, and conclusions contained in the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, with regard to the impacts of development proposed in the FIU Campus Master Plan on public potable water facilities. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for off-campus public potable water facilities below the level of service standards adopted by the City. This is subject to the City's ability to maintain its current agreement for potable water with WASD.
- 10.3 FIU BOT and the City concur with the data, analysis, and conclusions contained in the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, with regard to the impacts of development proposed in the FIU Campus Master Plan on sanitary sewer facilities. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for off-campus public sanitary sewer facilities below the level of service standards adopted by the City.
- 10.4 FIU BOT and the City concur with the data, analysis, and conclusions contained in the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, with regard to the impacts of development proposed in the FIU Campus Master Plan on solid waste collection and disposal facilities. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for off-campus public solid waste facilities below the level of service standards adopted by the City.
- 10.5 FIU BOT and the City concur with the data, analysis, and conclusions contained in the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, with regard to the impacts of development proposed in the FIU Campus Master Plan on public parks and recreation facilities. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the State of Florida, Miami-Dade County, and the City.
- 10.6 FIU BOT has provided the City with the data, analysis, and conclusions contained in the December 2012 document, entitled FIU 2010-2020 Campus Master Plan Update Inventory

& Analysis Report, shown on FIU BOT's Facilities Management website at [http://facilities.fiu.edu/Documents/Planning/MasterPlans/MasterPlans10_20/Final Inventory and Analysis Report 12 18 12.pdf](http://facilities.fiu.edu/Documents/Planning/MasterPlans/MasterPlans10_20/Final_Inventory_and_Analysis_Report_12_18_12.pdf), with regard to the impacts of development proposed in the FIU Campus Master Plan on transportation facilities. The Traffic Impact Assessment was prepared by Perkins + Will in support of the adopted FIU Campus Master Plan. FIU BOT obtained a Traffic Study Update, dated June 24, 2013, referenced as Table 16A on FIU BOT's Facilities Management Website at [http://facilities.fiu.edu/Documents/Planning/MasterPlans/MasterPlans10_20/FIU Traffic Study Update all Campuses June 24 2013.pdf](http://facilities.fiu.edu/Documents/Planning/MasterPlans/MasterPlans10_20/FIU_Traffic_Study_Update_all_Campuses_June_24_2013.pdf). FIU BOT thereafter obtained another Traffic Study Update, dated October 25, 2016, which update provides an update to the information set forth in the June 24, 2013 Table 16A. Such updated Table 16A is attached hereto and made a part hereof as Exhibit "C" to this Agreement. Henceforth, FIU BOT agrees to continue to update its traffic analysis to determine the future impacts that are anticipated based on FIU BBC Campus' projected growth.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVEL OF SERVICE

In order to meet concurrency, the construction of the following off-campus improvements shall be required.

- 11.1 FIU BOT and the City agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted FIU Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the City further agree that no off-campus stormwater management improvements are necessary in connection with the reserved capacity.
- 11.2 FIU BOT and the City agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted FIU Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the City further agree that no off-campus potable water improvements are necessary in connection with the reserved capacity. This is subject to the City's ability to maintain its current agreement for potable water with WASD.
- 11.3 FIU BOT and the City agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted FIU Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the City further agree that no off-campus sanitary sewer improvements are necessary in connection with the reserved capacity.
- 11.4 FIU BOT and the City agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted FIU Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the City further agree that no off-campus solid waste improvements are necessary in connection with the reserved capacity.

- 11.5 FIU BOT and the City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted FIU Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the City further agree that no off-campus open space and recreation improvements need be provided.
- 11.6 FIU BOT agrees to pay its proportionate "fair share" of costs for transportation improvement(s) and/or mitigating strategies identified by and mutually agreed to by the Parties in writing (except for any "fair share" of costs attributable to the development of the Magnet School as provided under Section 4.7 above). Such improvement(s) and/or strategies shall be specifically designed to mitigate degradation if and when such degradation falls below the required minimum level of service and when such degradation is due solely to impacts of FIU BBC Campus development. Notwithstanding this provision, in no event shall FIU BOT be required to pay more than its "fair share" necessary to meet the minimum level of service standards for transportation.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by FIU BOT to guarantee FIU BOT's pro rata share of the costs of improvements to public facilities and services necessary to support development identified in Exhibit "A."

- 12.1 FIU BOT and the City agree that no off-campus stormwater management improvements need be assured by FIU BOT at this time.
- 12.2 FIU BOT and the City agree that no off-campus potable water improvements need be assured by FIU BOT at this time.
- 12.3 FIU BOT and City agree that no off-campus sanitary sewer improvements need be assured by FIU BOT at this time.
- 12.4 FIU BOT and the City agree that no off-campus solid waste improvements need be assured by FIU BOT at this time.
- 12.5 FIU BOT and the City agree that no off-campus parks and recreation improvement need be assured by FIU BOT at this time.
- 12.6 FIU BOT and the City agree that no off-campus transportation improvements need be assured by FIU BOT at this time.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

- 13.1 FIU BOT is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in the Capital Improvements Element of the FIU Campus Master Plan, adopted on March 27, 2014, and is attached hereto as Exhibit "A."

- 13.2 The uses, densities, and intensities for development reserving capacity shall be those established in the Future Land Use Element of the FIU Campus Master Plan, adopted on March 27, 2014, and have been determined to be consistent with the City's comprehensive plan effective as of the Agreement Effective Date pursuant to the Florida Statutes, Section 1013.30, to the extent applicable to FIU BOT.
- 13.3 The City agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Exhibit "A" for the duration of this Agreement. FIU BOT shall comply with all the terms and conditions of this Agreement and to provide financial assurances as set forth in Section 12.0 of this Agreement.
- 13.4 The City acknowledges that subsequent non-FIU BOT public and/or private development projects may reserve capacity of public facilities in the same geographic area identified in Exhibit "B." The City also acknowledges that this shall in no way: (1) necessitate the construction of additional capital facility improvements by FIU BOT to meet concurrency requirements which are directly attributable to subsequent non-FIU BOT public and/or private development projects; or (2) prevent development identified in the FIU Campus Master Plan from going forward in accordance with its timetable of development.

14.0 APPLICABLE LAWS

- 14.1 This Agreement shall be construed and enforced according to the laws of the State of Florida. The State government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement.
- 14.2 If state or federal laws are enacted after execution of this Agreement, which are applicable to or preclude either Party's compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provisions, paragraph, sentence, word or phrase shall be inapplicable and deemed modified in order to conform with Florida law. If not modifiable to conform with such law, then it shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

16.0 VENUE

Venue shall be either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

17.0 AMENDMENT

- 17.1 This Agreement may be amended by mutual consent of the Parties in conjunction with any amendment to the adopted FIU Campus Master Plan which, alone or in conjunction with other amendments: increases density or intensity of use of land on the campus by more than ten percent (10%); decreases the amount of natural areas, open spaces, or buffers on the campus by more than ten percent (10%); or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than ten percent (10%) on a road or on another public facility or service provided or maintained by the State of Florida, Miami-Dade County, the City, or any affected local government. FIU BOT must provide all data, technical analysis, studies and reports to justify and clarify the impacts of such increases to any portion of the public facilities, as may be required by federal, state, county or local codes, policies or regulations.
- 17.2 This Agreement may be amended if either party delays by more than twelve (12) months the construction of a capital improvement identified in this Agreement.
- 17.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 25.0 of this Agreement.
- 17.4 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the Parties hereto.
- 17.5 In the event of a dispute arising from the implementation of this Agreement, both Parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 20.0 of this Agreement.

18.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLAN

The City finds that this Agreement and the proposed development and capacity reservation provided for herein are consistent with the City's adopted comprehensive plan.

19.0 ENFORCEMENT

Any Party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the City is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of this Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an aggrieved or adversely affected person other than a Party to the Agreement to enforce any rights or obligations arising from this Agreement.

20.0 DISPUTE RESOLUTION

- 20.1 In the event of a dispute arising from the implementation of this Agreement, each Party shall select one (1) mediator and notify the other Party in writing of the selection.

Thereafter, within fifteen (15) days after their selection, the two (2) mediators shall select a neutral third mediator to complete the mediation panel.

- 20.2 Each Party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
- 20.3 Within ten (10) days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within sixty (60) days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 20.4 If either FIU BOT or the City rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(8)(b), Florida Statutes, has sixty (60) days to hold informal hearings, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 1013.30(8)(c), Florida Statutes, prescribe by order the contents of this Agreement.

21.0 MONITORING AND OVERSIGHT

- 21.1 The City may inspect related activity on the FIU BBC Campus to verify that the terms of this Agreement are satisfied. Not less than once every twelve (12) months, the City may review any activity on the FIU BBC Campus to determine if there has been demonstrated good faith compliance with the terms of this Agreement.
- 21.2 If either Party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 25.0 of this Agreement.
- 21.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 20.0 above.

22.0 WAIVER

No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

23.0 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, assigns and personal representatives.

24.0 RECORDING OF THIS AGREEMENT

This Agreement shall be recorded by the FIU BOT in the public records of Miami-Dade County, Florida. A copy of the recorded Agreement shall be forwarded to the state land planning agency by the FIU BOT upon receipt of same.

25.0 NOTICES

25.1 All notices, demands, and requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;
By registered or certified mail; or

By deposit with an overnight express delivery service.

25.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three (3) business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service.

For the purpose of notice, the address of the City shall be:

City of North Miami
776 NE 125th Street
North Miami, Florida 33161

With a copy to:

City of North Miami
City Attorney
776 NE 125th Street
North Miami, Florida 33161

City of North Miami
Planning and Development Director
776 NE 125th Street
North Miami, Florida 33161

The address of FIU BOT:

Chief of Staff

Florida International University
Modesto Maidique Campus
11200 SW 8 Street, PC 548
Miami, Florida 33199

With a copy to:

Mr. John Cal
Associate Vice President
Facilities Management
Florida International University
Modesto Maidique Campus
11200 SW 8 Street, CSC 220
Miami, Florida 33199

General Counsel
Office of the General Counsel
Florida International University
Modesto Maidique Campus
11200 SW 8 Street, PC 548
Miami, Florida 33199

26.0 EXHIBITS

The Exhibits to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement:

Exhibit "A" – Development Authorized by the Agreement and for which Capacity is Reserved

Exhibit "B" – Geographic Area Covered by the Agreement

Exhibit "C" – Updated Table 16A, dated October 25, 2016

[SIGNATURE & NOTARY PAGES FOLLOW]

**[THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES'
SIGNATURE PAGE TO CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE
FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND THE CITY
OF NORTH MIAMI]**

The parties have hereto executed this Campus Development Agreement on the dates set forth with their signatures.

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

By: _____
Name: _____
Title: _____
Date: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as the _____ of THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES. He/She is (____) personally known to me or (____) has produced _____ as identification.

Notary Signature: _____
Printed Name: _____
Notary Public
My Commission Expires: _____

(Notary Seal)

**[CITY OF NORTH MIAMI'S SIGNATURE PAGE TO CAMPUS DEVELOPMENT
AGREEMENT BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY BOARD
OF TRUSTEES AND THE CITY OF NORTH MIAMI]**

CITY OF NORTH MIAMI

By: _____
Name: _____
Title: _____
Date: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____, as the _____ of the CITY OF
NORTH MIAMI. He/She is (____) personally known to me or (____) has produced
_____ as identification.

Notary Signature: _____
Printed Name: _____
Notary Public
My Commission Expires: _____

(Notary Seal)

EXHIBIT "A"

Development Authorized by the Agreement and for which Capacity is Reserved

Biscayne Bay Campus

Program Element Description	Use	Sub-Total Area GSF	Total Area GSF	Cost	Projected Year of Completion
A3. SEAS Expansion	Academic		126,600	\$17,913,505	2015
H1. Student Housing	Housing (725 Beds)	308,100	340,350	TBD	2016 (Phase 1)
	Support	32,250			2020+(Phase 2)
R1. Dock	Partnership		N/A	TBD	2015
A1. Graduate Hospitality	Academic		37,956	TBD	2017
A2. Media Innovation Center	Academic	71,640	90,215	TBD	2016
	Support	18,575			
R2. Multi-Purpose Fields / Tennis & Basketball Courts	Recreation		N/A	TBD	2020
F1. Facility Support	Support		12,100	TBD	2020
R3. ROPES COURSE (Relocation)	Recreation		N/A	TBD	2020
A4. Environmental Communications	Academic	42,900	53,694	TBD	2020+
	Support	10,794			
P1. RCCL Housing	Partnership		190,524		2015
P2. RCCL Training Facility	Partnership		100,900		2015
		(*) Updated GSF, Cost, Date	132,483	\$20,000,000	2015
P3. Magnet School	Partnership		222,084	TBD	2020+
P4. Academic Health Center	Partnership		177,600	TBD	2020+
P5. Wildlife Center (Batchelor Environmental Ctr.)	Partnership	Primarily Site Work	700	\$2,500,000	2015 (Phase 1)
	Academic		4,300	\$2,500,000	2017 (Phase 2)
		Primarily Site Work	22,736	\$5,000,000	2020+ (Phase 3)
PG1. Academic Health Center Parking Garage (353 Spaces)	Partnership		105,900	TBD	2020+
P6. Multi-Purpose Academic Building	Partnership		100,400	TBD	2020+
P7. Hotel	Partnership		98,300	TBD	2020+
P8. Academic Health Center Housing	Partnership		65,000	TBD	2020+
Grand Total			1,881,842	\$47,913,505	

Notice: Projected completion dates are preliminary and subject to change.

EXHIBIT "B"

Geographic Area Covered by the Agreement

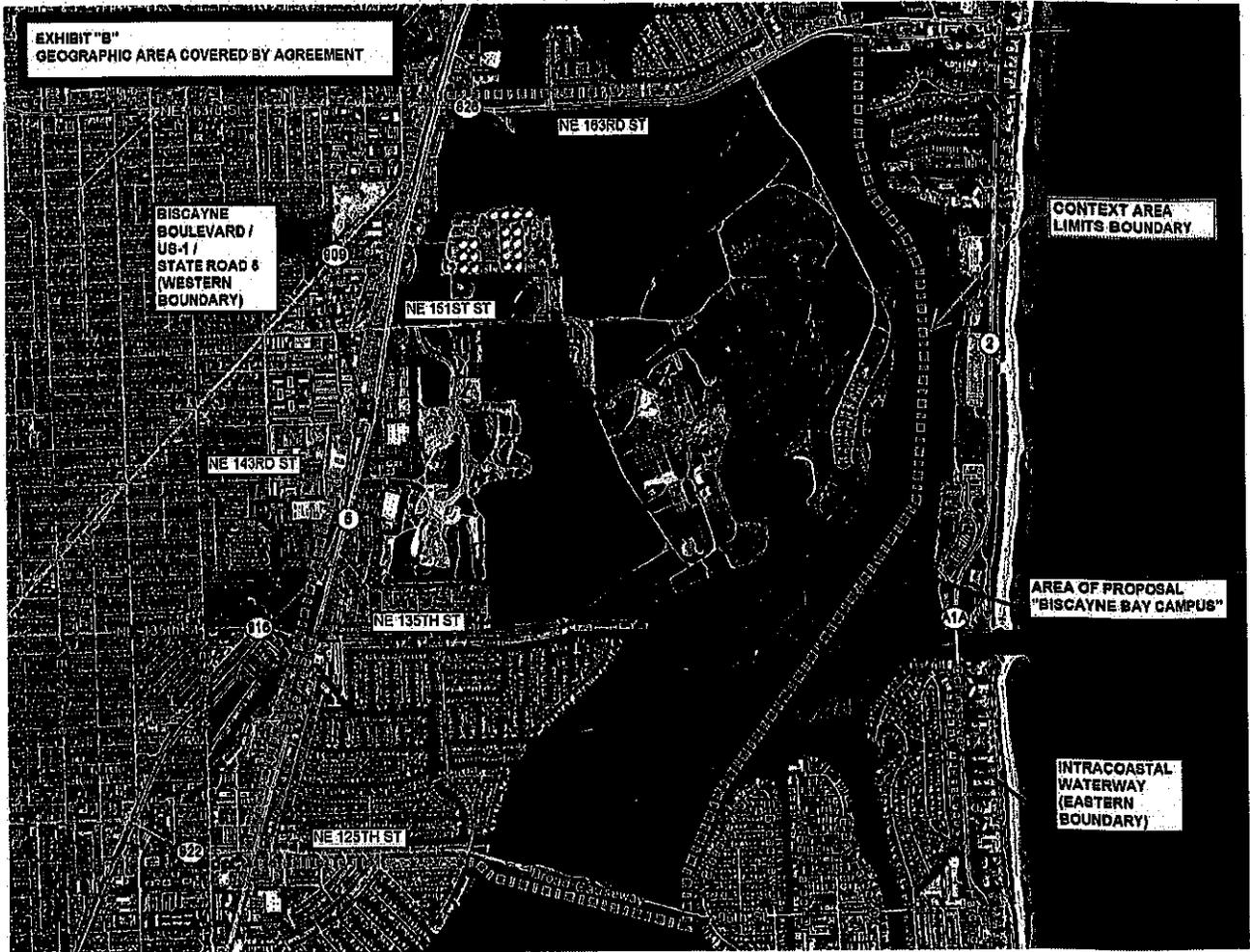


EXHIBIT "C"

**Table 16A Traffic Impact Assessment - Two Way PM Peak Analysis for Roadway Segments
Biscayne Bay Campus - Year 2020 (No Capacity Improvements)**

Rev 10/25/16

Rdwy	Limits	Station No.	Lanes (Class)	Roadway Capacity (1)	Background Traffic (Two Way) (2)	2020 Two Way FIU Project Traffic (3)	FIU Project Traffic Contribution (% of Road Capacity) (4)	2020 Total Two Way Traffic (5)	Rdwy LOS Standard (6)	FIU Project Traffic Contribution (% of Total Traffic) (7)
West Dixie Hwy	NE 16 Ave to NE 163 St	531	4 (II)	3400	1366	3	0.1%	1369	C	0.2%
Biscayne Blvd	NE 135 St to NE 163 St	5219	6 (II)	5150	5178	563	10.9%	5741	F	9.8%
Biscayne Blvd	NE 121 St to NE 135 St	524	6 (II)	5150	3362	162	3.2%	3524	C	4.6%
NE 135th St	NE 12 Ave to Biscayne Blvd	1026	4 (II)	3400	1473	402	11.8%	1875	C	21.4%
NE 151 St/Bay Vista Blvd (8)	Biscayne Blvd to East of Biscayne Landing Entrance	NA	4 (II)	3400	2755	1836	54.0%	4591	F	40.0%
NE 151 St/Bay Vista Blvd (9)	East of Biscayne Landing Entrance to BBC Entrance	NA	4 (I)	3560	788	1836	51.6%	2624	B	70.0%
Bay Vista Blvd (10)	South of Golden Panther Drive to Proposed Magnet School Entrance	NA	2 (I)	1600	296	456	28.5%	752	B	60.6%

(1) From FDOT LOS Table 4 - Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas (10/04/10)

(2) On West Dixie Hwy, Biscayne Blvd, and NE 135th Street segments, Background Traffic = FDOT Two-way Peak Hour Traffic (From 2011 FDOT Annual Counts) - Two-way Project Traffic (From June 2010 Table 11.27).

(3) 2020 Two-Way Project Traffic = June 2010 Two-Way Project Traffic (Table 11.27) x 1.58 (Increase in total traffic from 2005 to 2020)

(4) = (3) / (1) x 100%

(5) = (2) + (3)

(6) From FDOT LOS Table 4 - Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas (10/04/10)

(7) = (4)/(5) x 100%

(8) Background traffic for this segment is based on 1671 Biscayne Landing Trips (June 24, 2013 Table 9, 2020 Future Traffic Generators) + 492 Existing High School and K-8 trips + 296 trips for new Magnet High School

(9) Background traffic includes 492 existing High School and K-8 School trips + 296 trips for new Magnet High School

(10) Background traffic for this segment includes 296 trips for the new Magnet High School

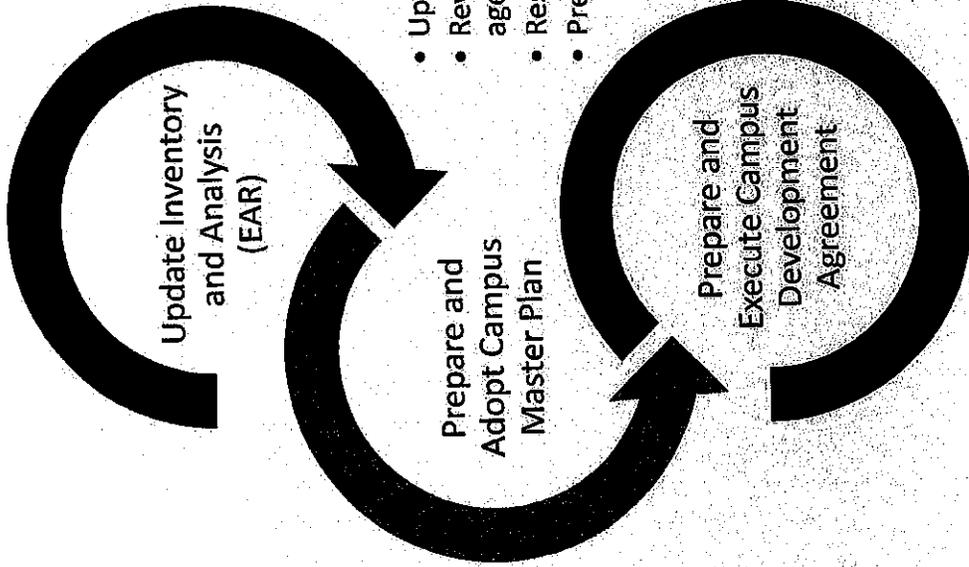
FLORIDA INTERNATIONAL UNIVERSITY

City of North Miami
CAMPUS DEVELOPMENT AGREEMENT
2010-2020 UPDATE

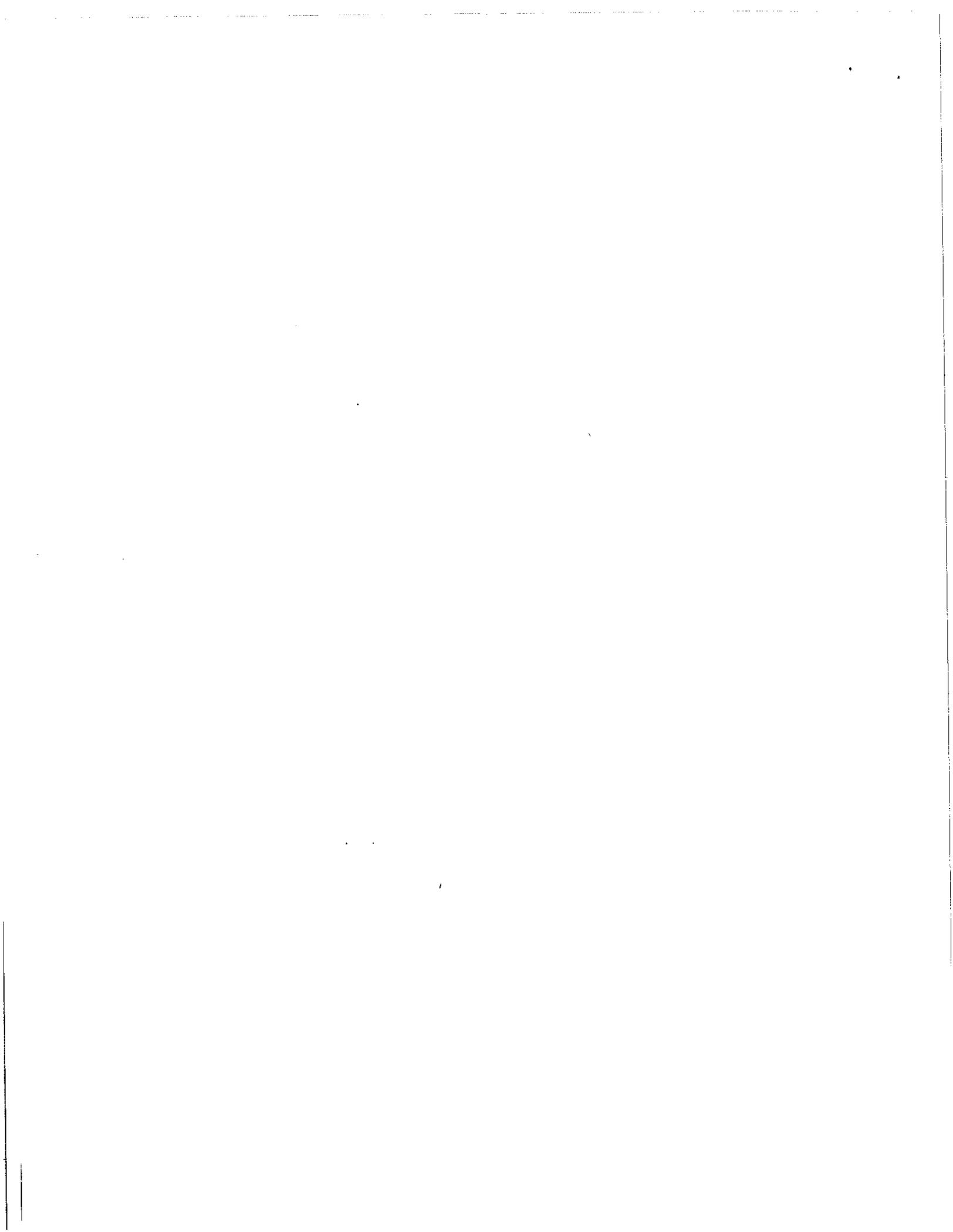




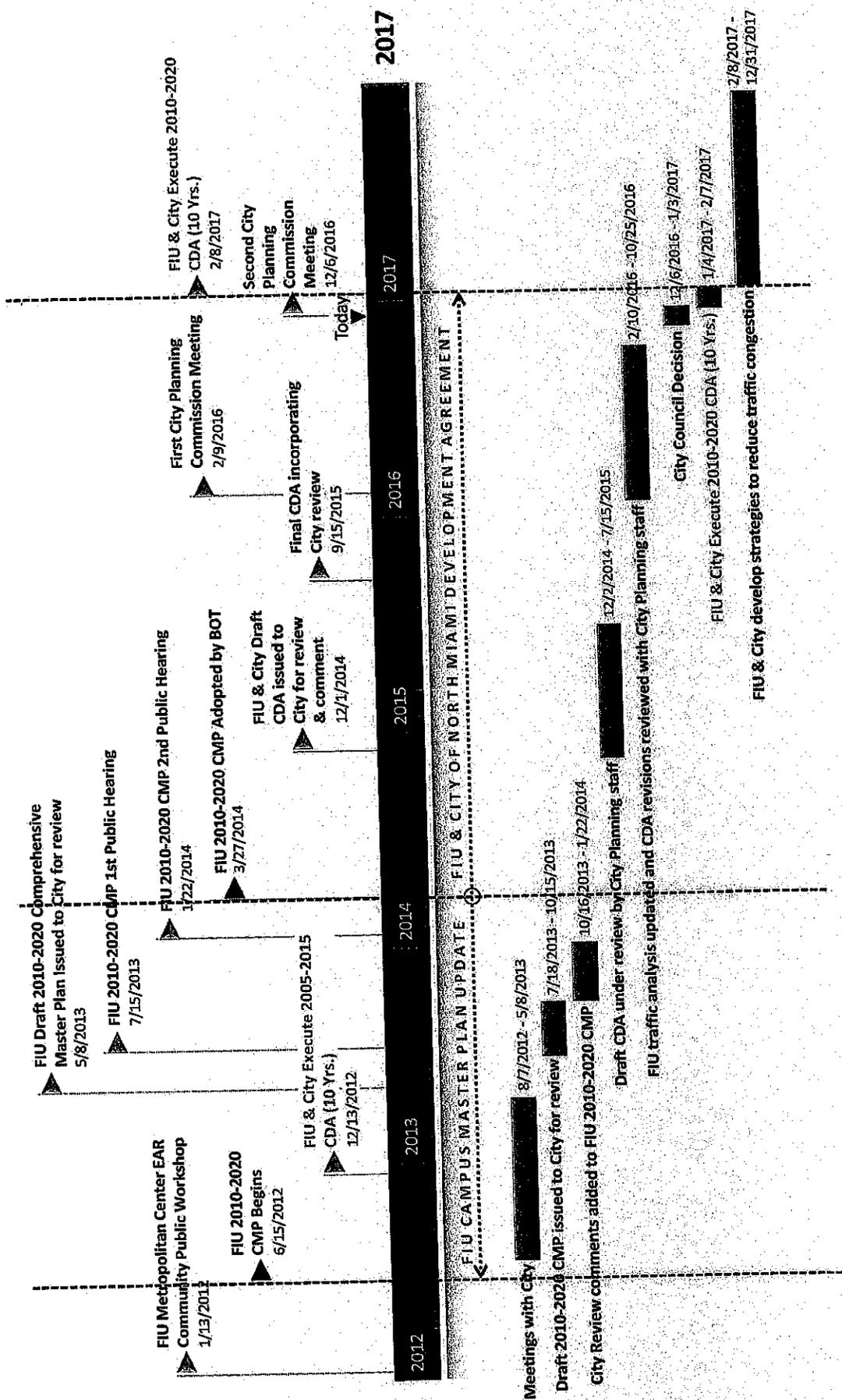
University Campus Master Plans and Campus Development Agreements - 1013.30, F.S.



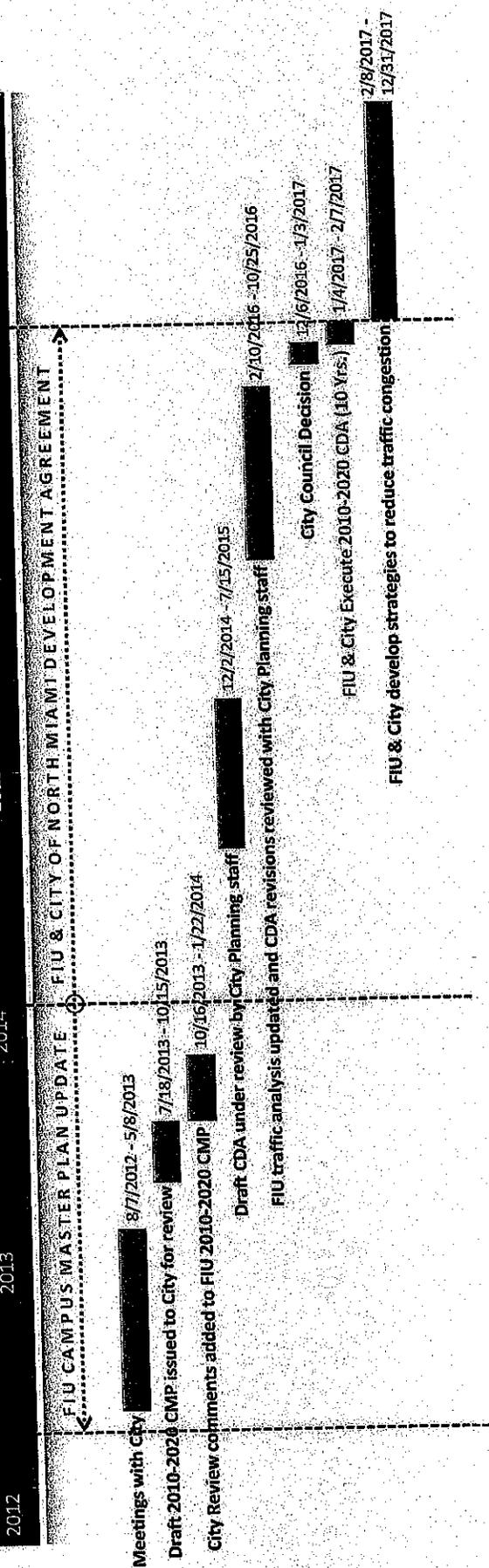
- Review and assess current plan, prepare Evaluation and Appraisal Report (EAR)
- Quantify and analyze required elements for concurrency impacts
- Update Planned Development for Growth and New Programs
- Review draft plan with local community, state and local regulatory agencies in required 1st Public Hearing
- Respond and Incorporate all review comments into final plan
- Present responses and final plan with revisions in 2nd public hearing
- Draft CDA for review by host local government
- Incorporate review comments and concurrency impact mitigation strategies into agreement
- Execute Agreement - initiate development and assist with impact mitigation within host local government



MILESTONES



NORTH MIAMI INVOLVEMENT



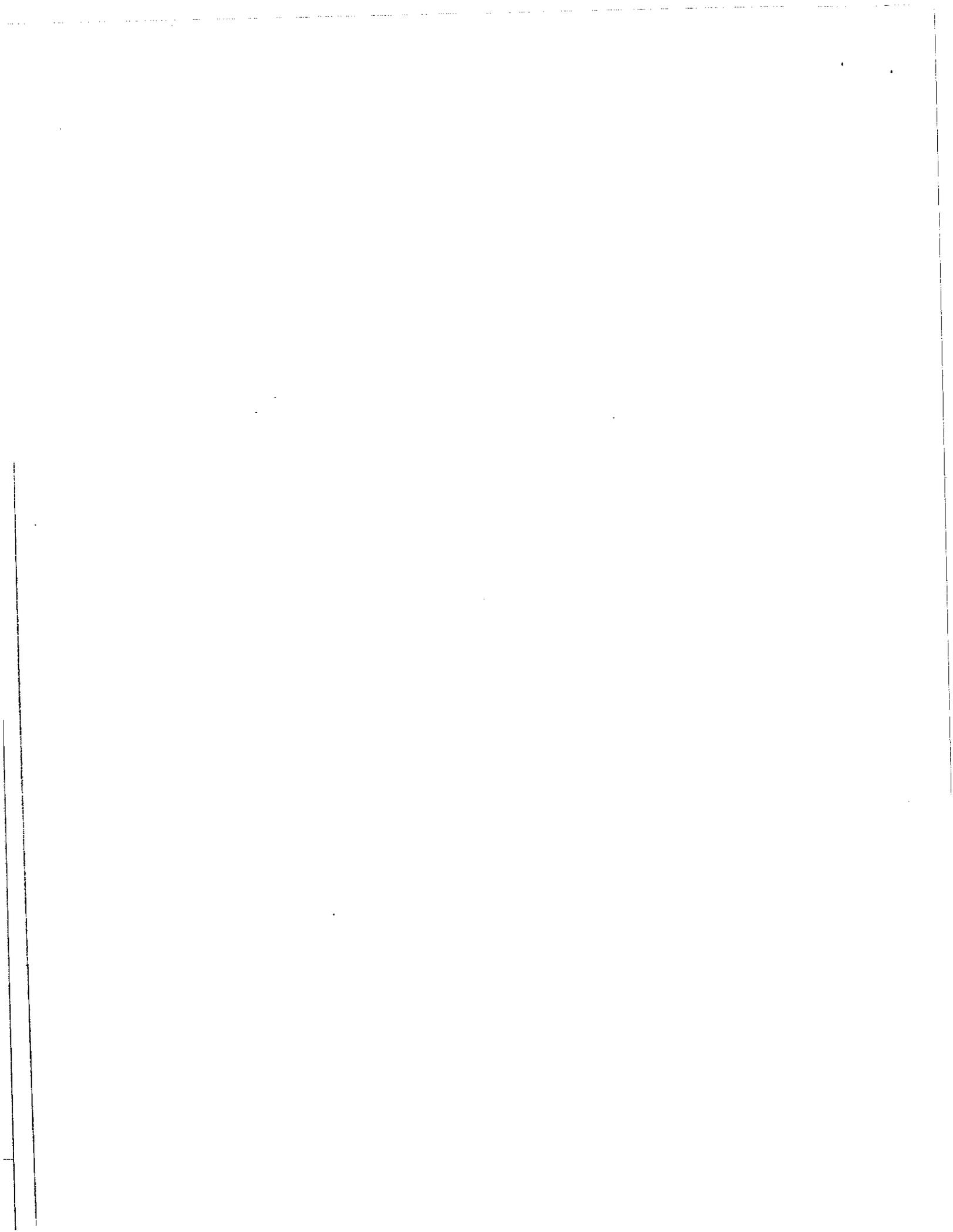




Table 16A Traffic Impact Assessment - Two Way PM Peak Analysis for Roadway Segments
 Biscayne Bay Campus - Year 2020 (No Capacity Improvements)

Rev 10/25/16

Rdwy	Limits	Station No.	Lanes (Class)	Roadway Capacity	Background Traffic (Two Way)	2020 Two Way FIU Project Traffic	FIU Project Contribution (% of Road Capacity)	2020 Total Two Way Traffic	Rdwy LOS Standard	FIU Project Traffic Contribution (% of Total Traffic)
				(1)	(2)	(3)	(4)	(5)	(6)	(7)
West Dixie Hwy	NE 16 Ave to NE 163 St	531	4 (II)	3400	1366	3	0.1%	1369	C	0.2%
Biscayne Blvd	NE 135 St to NE 163 St	5219	6 (II)	5150	5178	563	10.9%	5741	F	9.8%
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Bay Vista Blvd (10)	South of Golden Panther Drive to Proposed Magnet School Entrance	NA	2 (I)	1600	296	456	28.5%	752	B	60.6%

(1) From FDOT LOS Table 4 - Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas (10/04/10)
 (2) On West Dixie Hwy, Biscayne Blvd, and NE 135th Street segments, Background Traffic = FDOT Two-way Peak Hour Traffic (From 2011 FDOT Annual Counts) - Two-way Project Traffic (From June 2010 Table 11.27).
 (3) 2020 Two-Way Project Traffic = June 2010 Two-Way Project Traffic (Table 11.27) x 1.58 (increase in total traffic from 2005 to 2020)
 (4) = (3) / (1) x 100%
 (5) = (2) + (3)
 (6) From FDOT LOS Table 4 - Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas (10/04/10)
 (7) = (4)/(5) x 100%
 (8) Background traffic for this segment is based on 1671 Biscayne Landing Trips (June 24, 2013 Table 9, 2020 Future Traffic Generators) + 492 Existing High School and K-8 trips + 296 trips for new Magnet High School
 (9) Background traffic includes 492 existing High School and K-8 School trips + 296 trips for new Magnet High School
 (10) Background traffic for this segment includes 296 trips for the new Magnet High School



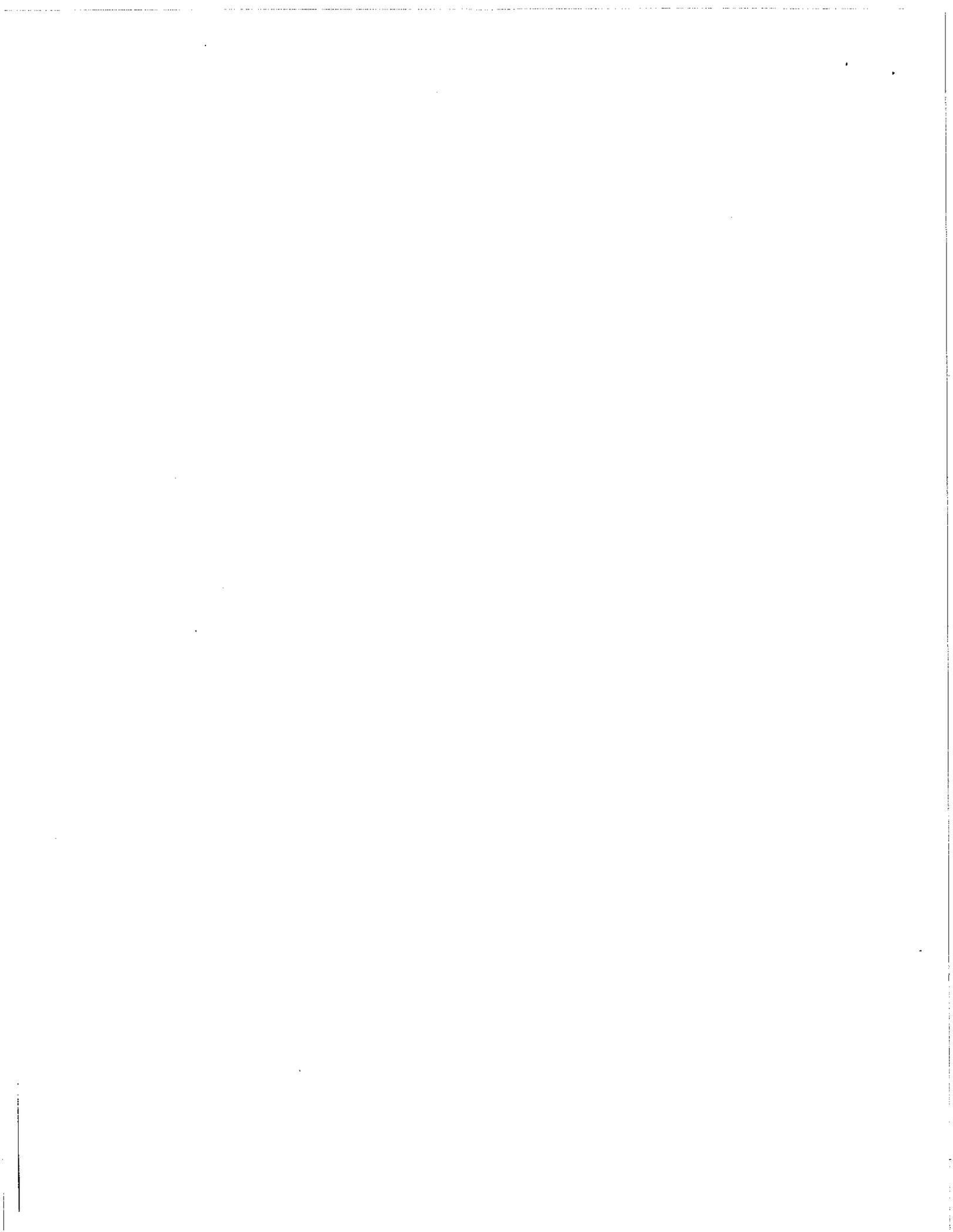
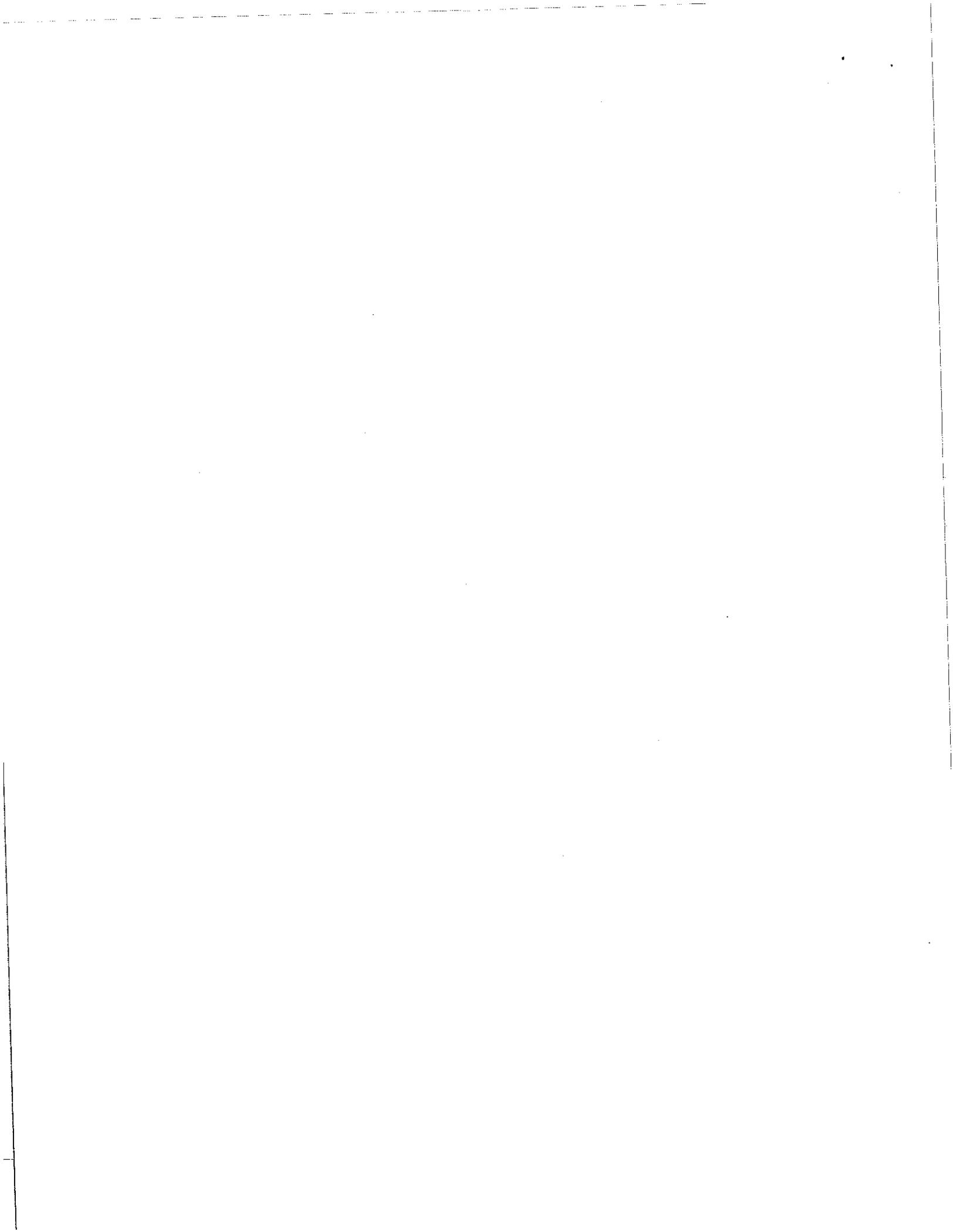


EXHIBIT "A"
Development Authorized by the Agreement and for which Capacity is Reserved

Program Element Description	Use	Sub-Total Area GSF	Total Area GSF	Cost	Projected Year of Completion
A3. SEAS Expansion	Academic		126,600	\$17,913,505	2015
	Housing (725 Beds)	308,100	340,350	TBD	2016 (Phase 1) 2020+ (Phase 2)
	Support	32,250			
R1. Deck	Partnership		N/A	TBD	2015
A1. Graduate Hospitality	Academic		37,956	TBD	2017
A2. Media Innovation Center	Academic	71,640	90,215	TBD	2016
	Support	18,575			
R2. Multi-Purpose Fields / Tennis & Basketball Courts	Recreation		N/A	TBD	2020
F1. Facility Support	Support		12,100	TBD	2020
R3. ROPES COURSE (Relocation)	Recreation		N/A	TBD	2020
A4. Environmental Communications	Academic	42,900	53,694	TBD	2020+
	Support	10,794			
P3. Magnet School	Partnership		190,524		2015
P2. Rec Training Facility	Partnership		100,900		2015
		(*) Updated GSF, Cost, Date		\$20,000,000	2015
P3. Magnet School	Partnership		132,483	TBD	2020+
P4. Academic Health Center	Partnership		222,084	TBD	2020+
P5. Wildlife Center (Relocation Environmental Ctr.)	Partnership		177,600	TBD	2020+
	Academic	Primarily Site Work	700	\$2,500,000	2015 (Phase 1)
		Primarily Site Work	4,300	\$2,500,000	2017 (Phase 2)
P6. Academic Health Center Parking Garage (553 Spaces)	Partnership		22,736	\$5,000,000	2020+ (Phase 3)
P6. Multi-Purpose Academic Building	Partnership		105,900	TBD	2020+
P7. Hotel	Partnership		100,400	TBD	2020+
	Partnership		98,300	TBD	2020+
P8. Academic Health Center Housing	Partnership		65,000	TBD	2020+
		Grand Total	1,881,842	\$47,913,505	

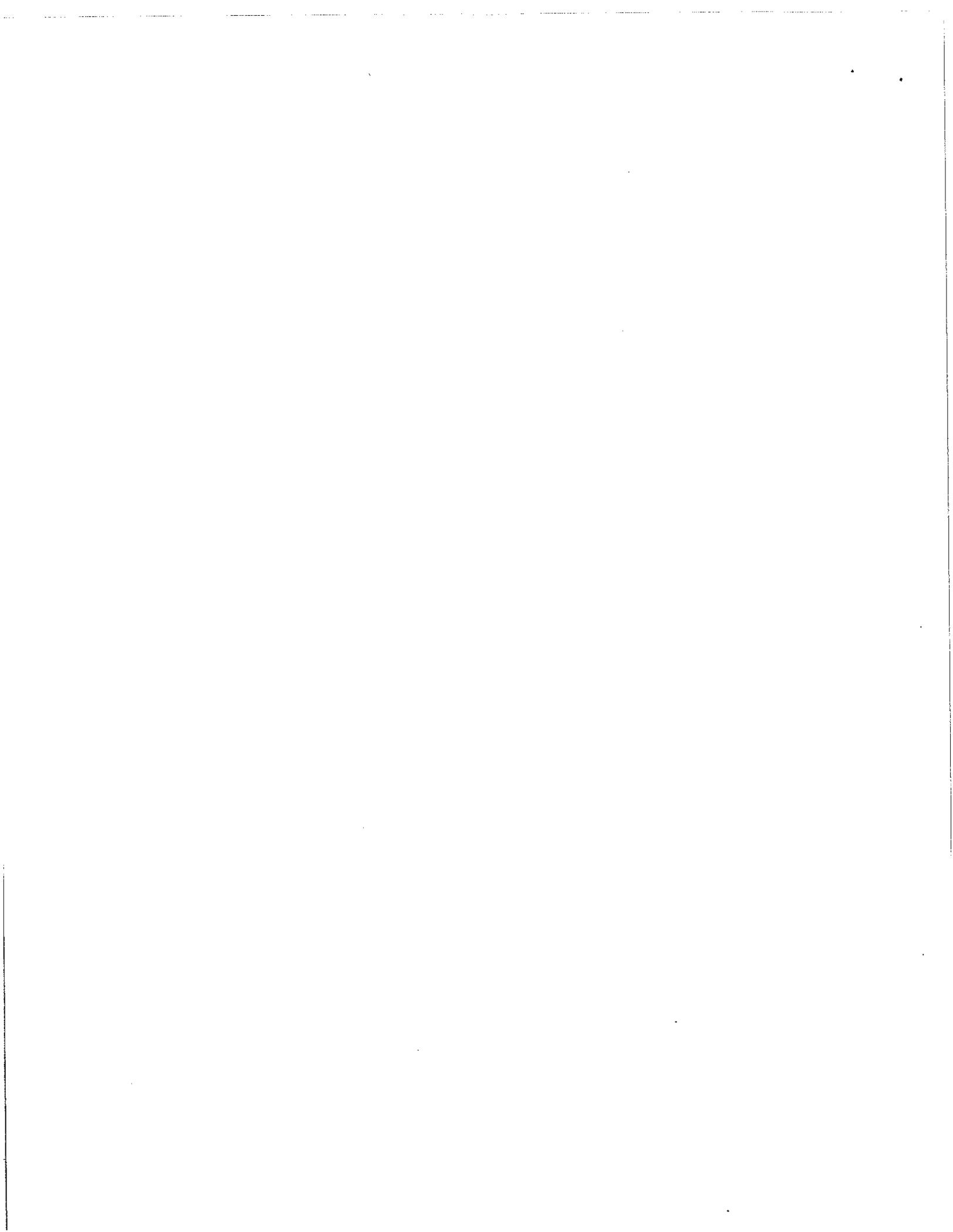
(410 Beds)

Notice: Projected completion dates are preliminary and subject to change.



Next Steps

- North Miami Planning Commission + City Council Public Hearings
- Execution of Development Agreement
- Work with City of North Miami and other Roadway Users to Develop Strategies to Reduce Traffic Congestion to Meet Minimum Acceptable Community Standards
- Costs Reimbursed based on Actual Fair Share to All Roadway Users



MEMO DATE: December 5, 2016
AGENDA DATE: January 3rd, 2017
TO: Honorable Planning Commission Members
FROM: Nixon Lebrun, AICP, MPA, CFM, City Planner
RE: East of 5th Townhomes Tentative Plat
Address: 12121 NE 5th Avenue & 509 NE 121st Street
Folio Numbers: 06-2230-031-0150 & 06-2230-031-0160
Owner: 5th Avenue Development, LLC
Applicant: Damian Tomlinson
Surveyor: Fortin, Leavy, Skiles, Inc.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A TENTATIVE PLAT REQUEST, ENTITLED "EAST OF 5TH TOWNHOMES" FROM 5TH AVENUE DEVELOPMENT, LLC, TO SUBDIVIDE TWO (2) PREVIOUSLY PLATTED ADJACENT MULTIFAMILY RESIDENTIAL LOTS LOCATED AT 12121 NE 5TH AVENUE AND 509 NE 121ST STREET, SPECIFICALLY IDENTIFIED BY MIAMI-DADE COUNTY FOLIO NUMBERS: 06-2230-031-0150 ("LOT 1") AND 06-2230-031-0160 ("LOT 2"), INTO TWENTY (20) FEE-SIMPLE TOWNHOME LOTS, IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, ARTICLE 3, SECTION 3-802 OF THE CITY OF NORTH MIAMI CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS, AND CHAPTER 28, SECTION 28-7 (B) OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

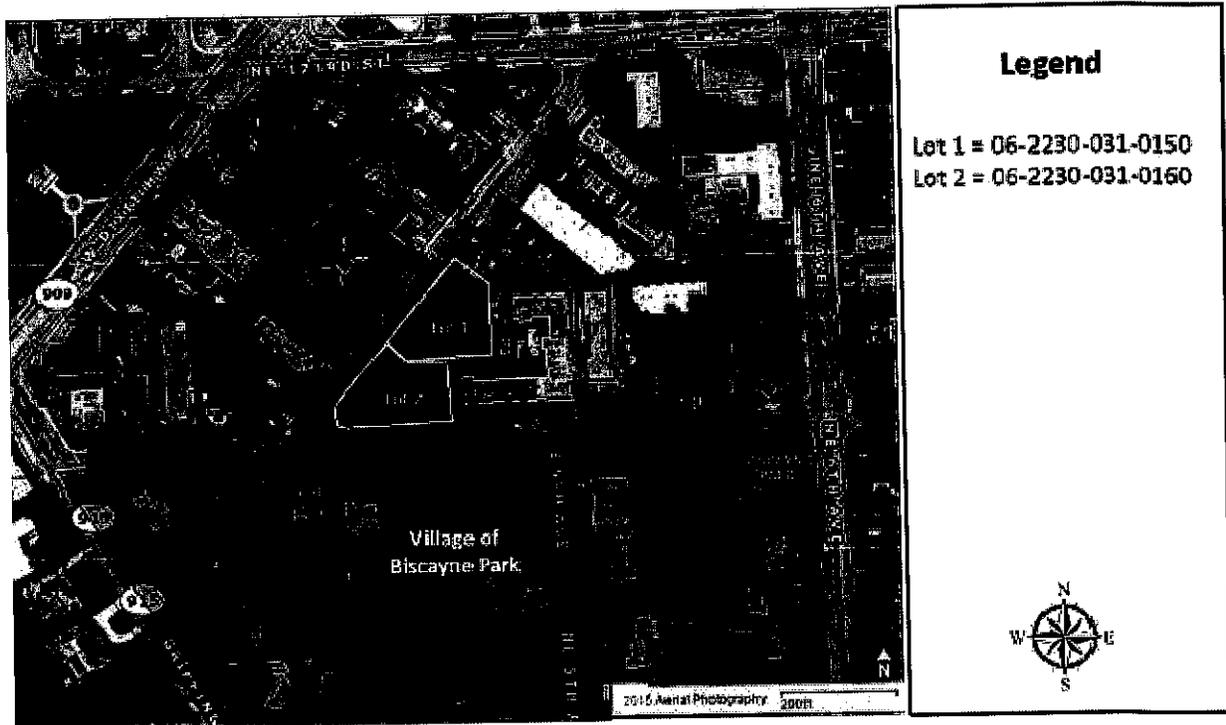
STAFF RECOMMENDATION

Staff is requesting that, pursuant to the requirements of Article 3, Division 8, Section 3-802 of the City's Land Development Regulations (LDRs), the Planning Commission reviews the proposed tentative plat to subdivide the above-captioned lots into twenty (20) fee-simple lots, the recommendation of staff and, if any, the testimony at this January 3rd, 2016 public hearing, and issues a recommendation to the Mayor and the City Council to approve same, via the adoption of the attached resolution.

BACKGROUND INFORMATION

The subject property consists of two (2) contiguous, irregularly shaped, multifamily residential lots (See Fig. 1). The northerly lot (Lot 1) with a physical address of 12121 N.E. 5th Avenue and a folio number of 06-2230-031-0150, contains 19,468 sq. ft. or 0.44-acre. The southerly lot (Lot 2) with a physical address of 509 N.E. 121st Street and a folio number of 06-2230-031-0160 comprises 20,757 sq. ft. or 0.48-acre. Together, these two (2) lots comprise 40,215 sq. ft. or 0.92-acre. At its regularly scheduled January 12th, 2016 meeting, the City Council passed and adopted Resolution 2015-R-6 (enclosed), approving, with conditions, a Conditional Use Permit (CUP) transferring five (5) floating residential from the Neighborhood Redevelopment Overlay (NRO) secondary pool of floating residential units. The intent of that CUP was to redevelop the property with twenty (20) two-story townhouse units, clustered in two (2) buildings, of which the south building fronting along NE 121st Street comprises eight (8) units and the north building fronting along NE 5th Avenue contains twelve (12) units. (See Council-approved CUP, enclosed). Furthermore, at its regularly scheduled March 16th, 2016 meeting, the Board of Adjustment (BOA) unanimously approved an application submitted by the owner of record of the subject real property, 5th Avenue Development, LLC (the “developer”), involving certain variances to the development standards of the City’s LDRs, as they relate to the setbacks of townhouse building, the length of townhouse rows, and forward and reverse (back-out) movement to and from this multifamily zoned property. (See recorded BOA Order, enclosed).

Figure 1: Aerial View of the Subject Property



CURRENT REQUEST

As stated above, during the CUP and variances approval hearing, the developer had committed to develop the property as apartment-styled townhome units and had even withdrawn a companion tentative plat application to establish twenty (20) individually taxing lots. However, for reasons, which may well be dictated by the market conditions, the developer is now renegeing on that commitment and, instead is seeking to develop the property as fee-simple townhome units, as originally envisioned. Consequently, 5th Avenue Development, LLC has through its surveying consultant, Mr. Damian Thomason (the "Applicant") filed a new tentative plat application to replat both lots. As per the approval conditions of the both the CUP and the variances, Lot 1, as described above, is proposed to be replatted into twelve (12) fee-simple lots and, thereby, accommodating a 12-unit townhome building, while Lot 2 is to be subdivided into eight (8) fee-simple lots to accommodate an 8-unit townhome building. See letter of intent and plans (enclosed).

ANALYSIS

As previously stated, the purpose of this tentative plat request is to establish twenty (20) individual taxing townhome lots for a previously approved townhome residential development. The replat of this property will not require any changes to the Comprehensive Plan in that it does not change the Medium Density Residential Land Use Plan map designation of the parcel, nor does it alter the uses or intensities of development authorized by the Future Land Use Element (FLUE) in that land use designation. Besides the side setback, townhome grouping and parking-related variances, which the BOA has already approved, the requested tentative plat will not require any other departure from the provisions of the LDRs, nor will it warrant any amendment to either the text of the LDRs or the adopted Zoning Map.

Outside Agencies: Pursuant to the Growth Management Legislation enacted under Chapters 163 and 1013, Florida Statutes, which require that all residential development applications be reviewed for compliance with Public School Concurrency, a concurrency application was, at the of the CU approval, transmitted on behalf of the developer to the Miami-Dade County Public Schools for a Concurrency Determination Statement. The developer is in receipt of such statement and is complying with the terms listed therein. The proposed tentative plat survey was sent to Florida Power and Light Company, AT&T and TECO People's Gas System, Inc. for their review and comments. These utility companies have all issued no-objection statements as to the proposed tentative plat.

City Staff Comments: Following the CUP approval by the City Council, a Development Review Committee (DRC) meeting was held to gather input from other City Departments, particularly Public Works Department to anticipate the impacts on Water and Sewer services. All of the comments, which were provided by those Departments, have subsequently been satisfactorily addressed by the developer. As such, a new DRC meeting was not warranted to make any further

concurrency determination, as the proposed tentative plat is substantially in compliance with the previously approved site plan, in terms of the number of proposed lots/units.

City's Contracting Surveyor Comments: In addition to City Staff's comments, the Community Planning & Development Department solicited peer review comments from the City's contracting surveying company, Craven Thompson & Associates, which found this plat to be in compliance with Article 3, Division 8, Section 3-802 of the City's LDRs, with Chapter 28 of the Miami-Dade County Code of Ordinances, as well as Chapter 177, Florida Statutes (2014). See Surveyor's Review, enclosed.

CONCLUSION

In light of these findings, staff is of the opinion that the proposed tentative plat application is both consistent with the goals, objectives and policies of the City's Comprehensive Plan and in keeping with the purpose and intent of the City's LDRs. Consequently, staff requests that the Planning Commission recommends approval of the attached resolution approving the requested tentative plat, and subsequently forward said resolution to the Mayor and City Council for final consideration, subject to the following conditions:

1. *Approving resolution.* After Council approval and upon the filing of a request for County review, a signed copy of the approving resolution shall be delivered to the Platting and Traffic Review Division of the Miami-Dade's Department of Regulatory and Economic Resources, along with copies of the survey.
2. *Expiration of tentative plat.* This tentative plat shall expire and be of no further force and effect if a completed application for a final plat is not filed as set forth in Article 3, Division 8, Section 3-803 of the LDRs within one hundred eighty (180) days of approval by the County Platting and Traffic Review Division. Should this tentative plat not be extended and be expired, a new tentative plat application shall be resubmitted for further review by City Staff and the Planning Commission pursuant to the requirements of Article 3, Division 8, Section 3-802 of the LDRs.

NL/ tws

Attachments:

1. Proposed Resolution
2. Exhibit 1 – "East of 5th Townhomes" T-Plat Survey
3. Application, Letter of Intent and Utility Companies No Objection Statements
4. Tentative Plat Review – Caren Thompson and Associates, Inc.
5. Resolution R-2016-6 with Approved Conditional Use Permit
6. Recorded Board of Adjustment Order Approving the Variances
7. Previously Approved Site Plans

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A TENTATIVE PLAT REQUEST, ENTITLED "EAST OF 5TH TOWNHOMES" FROM 5TH AVENUE DEVELOPMENT, LLC, TO SUBDIVIDE TWO (2) PREVIOUSLY PLATTED ADJACENT MULTIFAMILY RESIDENTIAL LOTS LOCATED AT 12121 NE 5TH AVENUE AND 509 NE 121ST STREET, SPECIFICALLY IDENTIFIED BY MIAMI-DADE COUNTY FOLIO NUMBERS: 06-2230-031-0150 ("LOT 1") AND 06-2230-031-0160 ("LOT 2"), INTO TWENTY (20) FEE-SIMPLE TOWNHOME LOTS, IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, ARTICLE 3, SECTION 3-802 OF THE CITY OF NORTH MIAMI CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS, AND CHAPTER 28, SECTION 28-7 (B) OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, 5th Avenue Development, LLC ("Applicant") is the owner of two (2) previously platted adjacent multifamily residential lots located at 12121 NE 5th Avenue and 509 NE 121st Street, specifically identified by Miami-Dade County Folio Numbers: 06-2230-031-0150 ("Lot 1") and 06-2230-031-0160 ("Lot 2"), collectively referred to herein as "Subject Property"; and

WHEREAS, the Subject Property is approximately 0.92-acre in size (or 40,215 square feet), with Lot 1 consisting of approximately .48-acre (or 19,468 square feet), and Lot 2 consisting of approximately .44-acre (or 20,757 square feet); and

WHEREAS, on January 12, 2016, the Mayor and City Council passed and adopted Resolution No. 2015-R-6, approving a Conditional Use Permit to allow the Subject Property to be developed with a total of twenty (20) two-story townhome units clustered in two (2) buildings, consisting of twelve (12) townhome units and eight (8) townhome units; and

WHEREAS, on March 16, 2016, the City Board of Adjustment approved three (3) variances for the development of the Subject Property, relating to: 1) setback requirements of the two (2) townhome buildings (Section 5-2002B, LDRs), 2) the length of townhome rows (Section

5-2001D, LDRs), and 3) the forward and reverse (back-out) movement of vehicles to and from the Subject Property (Section 5-1409B1, LDRs); and

WHEREAS, the Applicant has proposed to re-plat the Subject Property to accommodate the development of a building consisting of twelve (12) fee-simple townhome units on Lot 1, and the development of a building consisting of eight (8) fee-simple townhome units on Lot 2 (“Application”); and

WHEREAS, with the approval of the Application, the Subject Property will be platted in accordance with Chapter 177, Florida Statutes, Article 3, Section 3-802 of the City of North Miami Code of Ordinances, Land Development Regulations (“LDRs”), and Chapter 28, Section 28-7 (B) of the Miami-Dade County Code of Ordinances; and

WHEREAS, on January 3, 2017, the City Planning Commission reviewed the Application and found that it conforms to the requirements of LDR’s and the City’s Comprehensive Plan, and thereby recommended approval of the Application to the Mayor and City Council, subject to the conditions indicated in the corresponding Staff Report; and

WHEREAS, on January 3, 2017, the City Planning Commission reviewed the Application and unanimously found that it conforms to the requirements of Article 3, Division 8, Section 3-802, LDRs; and

WHEREAS, the Mayor and City Council have determined that the proposed tentative plat furthers the best interest of the City, will not adversely affect the public health, safety, and welfare, and thereby approve the Application as recommended by the City Planning Commission.

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

Section 1. Approval of Tentative Plat. The Mayor and City Council of the City of North Miami, Florida, hereby approve a tentative plat request, entitled “East of 5TH Townhomes” from 5TH Avenue Development, LLC, to subdivide two (2) previously platted adjacent multifamily residential lots located at 12121 NE 5TH Avenue and 509 NE 121ST Street, specifically identified by Miami-Dade County Folio Numbers: 06-2230-031-0150 (“Lot 1”) and 06-2230-031-0160 (“Lot 2”), into twenty (20) fee-simple townhome lots, in accordance with

Chapter 177, Florida Statutes, Article 3, Section 3-802 of the City of North Miami Code of Ordinances, Land Development Regulations, and Chapter 28, Section 28-7 (B) of the Miami-Dade County Code of Ordinances and authorize City staff to transmit said plat and adopted resolution to Miami Dade County Land Development Division for further review and comment The tentative plat is deemed expired if a final plat application is not filed with the City within 180 days of Miami Dade County approval of said tentative plat.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____, 2017.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

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

_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)

PPLAT 2016 00003 UN



SECTION I: APPLICATION FOR TENTATIVE / FINAL PLAT

INSTRUCTIONS: Please print or type all information. The application must be filled out accurately and completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (Not Applicable).

Check one type ONLY (Use separate applications if applicable) Tentative Plat Final Plat

DEVELOPMENT/PROJECT NAME:	
DEVELOPMENT/PROJECT ADDRESS OR LOCATION: 12121 NE 5th Ave., North Miami, FL 33161	
Legal Description (attach separate sheet if necessary): See attached Exhibit "A"	
All Tax ID Folio Numbers: 06-2230-031-0150 & 06-2230-031-0160	
Project Narrative (Brief description)(Please attach Letter of Intent as a separate sheet) Twenty townhouse units	
Residential Use(s)/Unit Type(s): Townhomes	Site Area (sq. ft. & acres): 39,495 St. Ft. / 0.91 Acres ±
Number of Residential Units: 20	Existing Zoning Designation(s): R-5 Multi-family
Non-Residential Use(s) (Type & sq. ft.): N/A	Proposed Zoning Designation(s):
Current Use(s) of Property: Single family residences	Existing Land Use Designation(s):
Proposed Use(s) of Property: Residential	Proposed Land Use Designation(s):
Is the property platted? Yes	Will the plat be affected by this application? If yes, please explain. No
DR Book & Page: PB 5, PG 107	Is the property the subject of Code Enforcement Action? If yes, Code Enforcement Case No.:
Plat Name: Griffing Biscayne Park Estates Blocks No 8-9-10 & 11	
Is the property an existing legal lot of record? Yes	
If No, please explain.	
PROPERTY OWNER / APPLICANT / AGENT INFORMATION	
Property Owner (s) 5th Avenue Development, LLC	
Address 20900 NE 30th Ave., Suite 318 Aventura, FL 33180	
Phone 786-357-0219 Fax 305-466-0135 E-mail pascual.korchmar@gmail.com	
Applicant Damian Thomason	
Address 180 NE 168th Street, North Miami Beach, FL 33162	
Phone 305-653-4493 Fax 305-651-7152 E-mail damian@flssurvey.com	
Agent _____	
Address _____	
Phone _____ Fax _____ E-mail _____	
CONTACT PERSON	
Identify one person to serve as the contact for the City during the application process. This will be the person notified by the City regarding comments and meetings (if needed).	
Name Damian Thomason	
Address 180 NE 168th Street, North Miami Beach, FL 33162	
Phone 305-653-4493 Fax 305-651-7152 E-mail damian@flssurvey.com	

CERTIFICATION

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. In filing the application I am acting with the knowledge and consent of those persons who are owners of the subject property or are parties to this application. I understand that all materials required by the City of North Miami must be submitted prior to having this application processed and that additional fee or materials may be required as a result of processing of this application.

Owners Signature

[Signature]

Date

09/27/16

**OWNER'S SWORN-TO-CONSENT
PERMITTING AGENT TO FILE FOR A HEARING**

I, Marcelo Borodowski, being the first duly sworn, depose and say that I am the owner of the property describe herein and which is the subject matter of the proposed hearing, do hereby authorize Damian Thomason to file this application for a public hearing.

Signature

[Signature]

Date

09/27/16

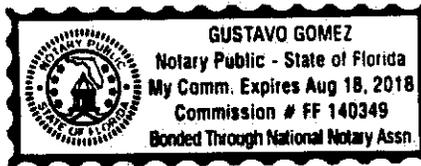
NOTARIZATION

STATE OF FLORIDA/COUNTY OF

The foregoing instrument was acknowledged before me this 27 day of SEPT. 2016, by MARCELO BORODOWSKI

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known OR Produced Identification _____ Type of Identification Produced _____

FOR CITY STAFF USE ONLY

Application Fee: \$ AD. 00

SUPPORTING DOCUMENTS RECEIVED

- Mail Public Notice Required
- Sign Public Notice Required

- Proof of Ownership
- Warranty Deed
- Letter of Consent
- Project Narrative/Letter of Intent
- Required Submittal Documents

Application Complete: YES ___ NO

APPLICATION NO: PC 14-10

INTAKE DATE: 10/5/16

RECEIPT NO.: _____

RECEIVED & REVIEWED BY:

[Signature]

RECEIVED

OCT 05 2016

COMMUNITY PLANNING
& DEVELOPMENT

COMMENTS:

INTEND TO GO ON THE DECEMBER PL
COMMISSION.

Pending:
10 folded copies
1 electronic

SURVEY



**OWNER'S LIMITED POWER OF ATTORNEY PERMITTING APPLICANT TO FILE FOR THE REQUEST
(CORPORATION)**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On behalf of 5th Avenue Development, LLC, a Florida limited liability company (state) ~~corporation~~, being first duly sworn, deposes and says that as the President/Vice-President, or CEO (circle one) of the aforesaid Corporation, which is the owner of the property legally described below and which is the subject property of the proposed request, does hereby grant limited power of attorney to Damian Thomason, as applicant, to file this application for the proposed request.

LEGAL DESCRIPTION:

See Exhibit "A"

WITNESSES:

Signature

PASCUAL KOCOT MATE

Print Name

Signature

MIGUEL RUIZ

Print Name

5TH AVENUE DEVELOPMENT, LLC

Name of Corporation

7090 NE 30TH AVE, STE 318 Aventura FL

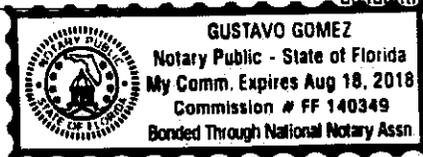
Address

By: President, Vice-President or CEO (circle one)

Sworn to and subscribed before me on the 27 day of SEPTEMBER, 2016.
Affiant is personally known to me or has produced as identification.

Notary

Commission Expires:



Fortin, Leavy, Skiles, Inc.

Consulting Engineers, Surveyors & Mappers

Daniel C. Fortin, Jr., PSM President
Richard L. Leavy, PSM Secretary/Treasurer
Daniel C. Fortin, Jr., PSM Vice President
Michael A. Vazquez, PE, LEED AP Vice President

180 Northeast 168th Street
North Miami Beach, Florida 33162-3412
Phone 305-653-4493
Fax 305-651-7152
fls@flsurvey.com

September 30, 2016

Mr. Nixon Lebrun, AICP
Zoning Administrator
City of North Miami
12400 NE 8th Ave.
North Miami, FL 33161

Re: East of 5TH Townhomes
Folio 06-2230-031-0150 & 06-2230-031-0160
Letter of Intent

Dear Mr. Lebrun,

The intent of the East of 5TH Townhomes plat is to replat the property located at 12121 NE 5th Ave. which contains approximately 19,488 square feet ± as well as the lot located at 509 NE 121st Street which contains approximately 19,036 square feet ±. The property located at 12121 NE 5th Ave. will be replatted into twelve lots comprising of twelve (12) townhouse buildings and the property located at 509 NE 121st Street will be replatted into eight (8) lots comprising of eight (8) townhouse buildings.

Sincerely,



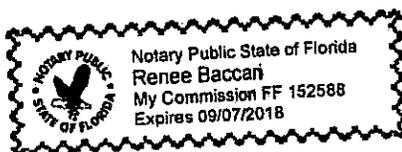
Damian Thomason
Consultant

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30th day September, 2016, by
Damian Thomason, who is personally known to me or has produced
_____ as identification.

My commission Expires:

Renee Baccari
NOTARY PUBLIC



Fortin, Leavy, Skiles, Inc.

Exhibit A

PARCEL 1:

Lot 14, less the South 108 feet thereof, and Lot 15, less the South 108 feet thereof, and that portion of Lot 16, lying Northeasterly of a line beginning at a point 108 feet North of the Southeast corner of said Lot 16, said line running in a Northwesterly direction at right angles to FICUS COURT, at a distance of 42.34 feet, more or less to a point bordering FICUS COURT at a distance of 188 feet Northeast to Southwest corner of said Lot 16, all in Block 8, of GRIFFING BISCAYNE PARK ESTATES, according to the Plat thereof, recorded in Plat Book 5, Page 107 of the Public Records of Miami-Dade County, Florida.

AND

That part of Lot 17, Block 8 of GRIFFING BISCAYNE PARK ESTATES, described as: Beginning at Southwest corner of Lot 17, run Northeasterly along the Westerly line of said Lot 17, a distance of 68 feet, thence southeasterly to Northeast corner of Lot 14, thence West to Point of beginning according to the Plat thereof recorded in Plat Book 5, at Page 107 of the Public Records of Dade County, Florida.

PARCEL 2: The South 108 feet of Lot 15, Block 8 of GRIFFING BISCAYNE PARK ESTATES, according to the Plat thereof, recorded in Plat Book 5, at Page 107 of the Public Records of Miami-Dade County, Florida.

AND

Lot 16, LESS: Beginning at a point 108 feet North of the Southeast corner of said Lot, run Northwesterly at an angle 42.34 feet to a point on the West line of said Lot 188 feet Northeasterly from the Southwest corner of said lot, thence Northeasterly 46.3 feet more or less to the Northeast corner of said Lot, thence South 62.45 feet more or less to the point of beginning of Block 8 of GRIFFING BISCAYNE PARK ESTATES, according to the Plat thereof, recorded in Plat Book 5, at Page 107 of the Public Records of Miami-Dade County, Florida.

CFN: 20150439083 BOOK 29689 PAGE 1992
DATE: 07/09/2015 08:16:37 AM
DEED DOC 2,760.00
SURTAX 2,070.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

THIS DOCUMENT PREPARED BY:
ROBERT WAYNE, ESQUIRE
1225 S.W. 87TH AVENUE
MIAMI, FLORIDA 33174

RETURNED TO:
EXPERT TITLE COMPANY
STEVE H. NATORMAN, ESQUIRE
1761 WEST HILLSBORO BLVD. SUITE 205
DEERFIELD BEACH, FLORIDA 33442

Folio: 06-2230-031-0150 AND
06-2230-031-0160

(space above this line for recording data)

WARRANTY DEED

THIS WARRANTY DEED, made this 2nd day of July, 2015, by ALFREDO BILD, INDIVIDUALLY AND AS TRUSTEE OF THE ALFREDO BILD REVOCABLE TRUST DATED OCTOBER 23, 1998 whose address is: 11636 North Kendall Drive, Miami, Florida 33176

HEREINAFTER CALLED THE GRANTOR to: 5TH AVENUE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY WHOSE POST OFFICE ADDRESS IS: 20900 NE 30TH AVENUE, SUITE 318, AVENTURA, FLORIDA 33180

GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the Heirs, Legal Representatives, and Assigns of Individuals and the Successors and Assigns of Corporations.)

W I T N E S S E T H: That the Grantor for and in consideration of the sum of \$10.00 and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee all that certain land situated in Miami-Dade County, Florida, wit:

SEE EXHIBIT "A" ATTACHED HERETO.

Subject to: taxes for the year 2015 and subsequent years, conditions, restrictions, limitations, and zoning ordinances of record, if any. This provision shall not operate to reimpose the same.

Grantor warrants that at the time of this conveyance, the subject properties are not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of homestead property or the homestead property of any of Grantor's family. Grantor resides at: 11636 North Kendall Drive Miami, Florida 33176.

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD the same in fee simple forever.
AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014

IN WITNESS WHEREOF, the said Grantors has signed and sealed these presents the day and year first written above.

SIGNED AND SEALED AND DELIVERED IN OUR PRESENCE:

WITNESSES:

Emily Martinez
Signed name of witness

Emily Martinez
Printed name of witness

Alfredo Bild
ALFREDO BILD, INDIVIDUALLY
AND AS TRUSTEE OF THE ALFREDO
BILD REVOCABLE TRUST DATED
OCTOBER 23, 1998

Roman Flores
Signed name of witness

Roman Flores
Printed name of witness

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 2nd day of July, 2015, by ALFREDO BILD, INDIVIDUALLY AND AS TRUSTEE OF THE ALFREDO BILD REVOCABLE TRUST DATED OCTOBER 23, 1998, who is personally known to me or who has produced: a Florida Driver's License as identification and who did take an oath.



Emily Martinez
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 14, 2017

Exhibit A

PARCEL 1:

Lot 14, less the South 108 feet thereof, and Lot 15, less the South 108 feet thereof, and that portion of Lot 16, lying Northeasterly of a line beginning at a point 108 feet North of the Southeast corner of said Lot 16, said line running in a Northwesterly direction at right angles to FICUS COURT, at a distance of 42.34 feet, more or less to a point bordering FICUS COURT at a distance of 188 feet Northeast to Southwest corner of said Lot 16, all in Block 8, of GRIFFING BISCAYNE PARK ESTATES, according to the Plat thereof, recorded in Plat Book 5, Page 107 of the Public Records of Miami-Dade County, Florida.

AND

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PARCEL 2: The South 108 feet of Lot 15, Block 8 of GRIFFING BISCAYNE PARK ESTATES, according to the Plat thereof, recorded in Plat Book 5, at Page 107 of the Public Records of Miami-Dade County, Florida.

AND

Lot 16, LESS: Beginning at a point 108 feet North of the Southeast corner of said Lot, run Northwesterly at an angle 42.34 feet to a point on the West line of said Lot 188 feet Northeasterly from the Southwest corner of said lot, thence Northeasterly 46.3 feet more or less to the Northeast corner of said Lot, thence South 62.45 feet more or less to the point of beginning of Block 8 of GRIFFING BISCAYNE PARK ESTATES, according to the Plat thereof, recorded in Plat Book 5, at Page 107 of the Public Records of Miami-Dade County, Florida.



Joel Gonzalez
OSPE
AT&T Florida
9101 SW 24th ST
Miami, FL 33165

T: 305-222-8740
F: 305-552-5935
www.att.com

October 19, 2015

File No.240.1000

VIA E-Mail:
Pascual.korchmar@gmail.com

Attn: Pascual Korchmar
5th Avenue Development, LLC

Re: Proposed development at 12121 NE 5th Ave and 509 NE 121st ST, North Miami, FL

To whom it may concern,

AT&T Florida has no objection to the proposed development at the above address. With regards to the addresses of 12121 NE 5th Ave. and 509 NE 121st St., At&t has no active facilities or easements within the referenced properties and, therefore, has no objection to the proposed project by 5th Avenue Development, LLC. This location has been served in the past, with service wire from a terminal in the right of way.

If you have any questions on this matter, you may call me at 305-222-8740.

Sincerely:

Joel Gonzalez
Outside Plant Engineer
AT&T Florida



Pascual Korchmar <pascual.korchmar@gmail.com>

5th Avenue Development, LLC

1 message

Roche, Alex R. <arroche@tecoenergy.com>

Mon, Oct 19, 2015 at 9:11 AM

To: "Pascual Korchmar (pascual.korchmar@gmail.com)" <pascual.korchmar@gmail.com>

Mr. Pascual Korchmar

5th Avenue Development, LLC

With regards to the addresses of 12121 NE 5th Ave. and 509 NE 121st St., TECO has no active facilities or easements within the referenced properties and, therefore, has no objection to the proposed project by 5th Avenue Development, LLC.

Regards,

Alex Roche

Project Manager

TECO Peoples Gas

5105 NW 21st Ave., Suite 460

Ft. Lauderdale, FL 33309

954-453-0811

NOTICE This email is intended only for the individual(s) to whom it is addressed and may contain confidential information. If you have received this email by mistake, please notify the sender immediately, delete this email from your system and do not copy or disclose it to anyone else. Although we take precautions to protect against viruses, we advise you to take your own precautions to protect against viruses as we accept no liability for any which remain.

Pascual Korchmar

From: Alvarez, Marco [Marco.Alvarez@fpl.com]
Sent: Thursday, October 15, 2015 4:17 PM
To: Pascual Korchmar
Subject: New Development

To: 5th Avenue Development, LLC,

In reference to your project located at 12121 NE 5th Ave. & 509 Ne 121st St. North Miami FL 33161. We have no recorded easement on these lots (5-107) and the service seems to be OH drops to both existing houses.

Thank you,

Marco Alvarez
Associate Technical Specialist
Dsbm | North Dade Service Center
(305) 770-7979

Power Delivery

Recognize an employee today!

_____ Information from ESET NOD32 Antivirus, version of virus signature database 12414 (20151015)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

BANKUNITED
63-9059/2670

001098

5th AVENUE DEVELOPMENT LLC
20900 NE 30 AVE
SUITE 318
AVENTURA, FL 331

9/27/2016

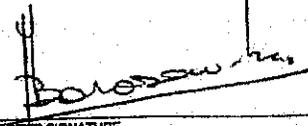
PAY TO THE ORDER OF City of North Miami

\$ **400.00

Four Hundred and 00/100*****

DOLLARS

City of North Miami
P.O. Box 31489
Tampa, FL 33631-3489



AUTHORIZED SIGNATURE

MP

MEMO Tentative Plat Application-12121 NE 5 Av No

SECURITY FEATURES INCLUDED: DETAILS ON BACK

⑈001098⑈ ⑆267090594⑆ 9853459789⑈

Copy

RECEIVED

OCT 05 2016

COMMUNITY PLANNING
& DEVELOPMENT



City of North Miami
Permit Receipt
 RECEIPT NUMBER 00068602

Date: 10/10/2016

Account name: 00062941

Applicant: PASCUAL KORCHMAR

Type: check # 001098

Permit Number	Fee Description	Amount
PPLAT-2016-00003	PLAT-TENATIVE PLAT	400.00
	Total:	400.00

To check the status of plan review and inspections:

1. Go to www.northmiamifl.gov and click on the "City Permits" icon
2. Select "Building Permits Online" icon and "Permit Inquiry"
3. Type in the complete permit number, including the dashes (e.g. BBC00-2013-00000)

To schedule inspections online, you will need to register as a user:

1. Go to www.northmiamifl.gov and click on the "City Permits" icon
2. Select "Building Permits Online" icon and "New Users" to complete the online form
3. Click on the "Inspection Requests" button. If the button is not displayed, click on the "Home" icon, "Citizen Services", "Permits and Inspections", then "Inspection Requests"
4. Type in the complete permit number, including the dashes (e.g. BBC00-2013-00000)
5. Select the intended permit number for the inspection
6. Select the inspection type and the date from the drop down menu. Remember to include a contact name and number in the "Comments" field.
7. If the inspection type is not displayed, please call the "Inspection Request Line" at (305) 891-9308 to schedule your inspection.

Thank you for your business.

LETTER OF TRANSMITTAL

Please Respond To:



**CRAVEN THOMPSON
& ASSOCIATES, INC.**
Engineers
Planners
Surveyors

Craven Thompson & Associates, Inc.
3563 NW 53rd St.
Fort Lauderdale, FL 33309-6311
Phone: (954) 739-6400
Fax: (954) 739-6409

Date: December 5, 2016

To: City of North Miami
Community Planning & Development
12400 NE 8th Ave.
North Miami, FL 33161

Re: East of 5th Townhomes

Job # Proposal # 2016-H11.385

Attn Mr. Kent Walia

We are sending you the following items:

NO.	UNIT	DESCRIPTION
1	1	Tentative Plat Review

These are transmitted as checked below:

- | | | | |
|---------------------------------------|---|---------------------------------------|--|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Sign & return | VIA | <input type="checkbox"/> Hand deliver |
| <input type="checkbox"/> For your use | <input type="checkbox"/> For review & comment | <input type="checkbox"/> Pick up | <input type="checkbox"/> Lincoln Messenger |
| <input type="checkbox"/> As requested | | <input type="checkbox"/> Regular mail | <input type="checkbox"/> FedEx |

Remarks: _____

Copies to _____
Received by _____
Date _____ **Signed:** Nicholas Messina, P.S.M.

"EAST OF 5th TOWNHOMES"
CITY OF NORTH MIAMI
TENTATIVE PLAT REVIEW
FIRST REVIEW – December 2, 2016

Note: The Following review and comments are based only from the "Tentative Plat" provided to Craven Thompson & Associates, Inc. (CTA). CTA was not provided with Title Search, Planning and Zoning Requirements, Right-of-Way maps, Master Plans and/or As-Built utility plans.

The following Section 2: Checklist has been taken from the City of North Miami's instructions to applicant as to requirements for Tentative Plat submittal.

Miami-Dade County Code:

Sec. 28-4.1. Procedure for Tentative Plat Preparation

Sec. 28-7. Same--Procedure for platting.

(B) Tentative plat. The tentative plat shall show on a map all of the facts and data required by the various departments to determine whether the proposed layout of the land in the subdivision is satisfactory from the standpoint of public interest.

(1) The following information shall be part of the tentative plat unless waived by the plat division of the appropriate authority.

- (a) Proposed subdivision name and identifying title and the name of the city, if any, in which the subdivision is located, and the section, township and range. **Comment: Complies**
- (b) Location of property lines, existing easements, buildings, watercourses, elevations, permits and other essential features. **Comment: Complies**
- (c) The names of all subdivisions immediately adjacent. **Comment: Complies**
- (d) The location of any existing sewers and water mains, or any underground or overhead utilities, culverts and drains on the property to be subdivided. **Comment: The "Tentative Plat" does not depict underground utilities on the property or adjacent to the property. Depict the underground sewer and water mains, if they exist. If no underground utilities exist the surveyor shall state "No underground utilities exist on the property."**
- (e) Location, names and present widths of existing and proposed streets, highways, alleys, parks and other open public spaces and similar facts regarding property immediately adjacent. **Comment: Complies**
- (f) The width and location of any street or other public ways or places shown upon the official map or the master plan, within the area to be subdivided, and the width and locations of all streets or other public ways proposed by the developer. **Comment: Complies**
- (g) Date of field survey, north point and graphic scale. **Comment: Add "Date of field survey". The date in the Surveyors Certificate, does not specifically state the "Date of field survey".**
- (h) Legal description and plan of proposed layout made and certified by a Florida-licensed land surveyor. **Comment: Complies**

"EAST OF 5th TOWNHOMES"
CITY OF NORTH MIAMI
TENTATIVE PLAT REVIEW
FIRST REVIEW – December 2, 2016

- (i) The proposed lot lines with approximate dimensions and in the case of odd or irregularly shaped lots, suggested location of building setback lines. **Comment: The proposed lots are dimensioned. Does not suggest location of building setbacks.**
- (j) Where the tentative plat submitted covers only a part of the subdivider's entire holding, a master tentative plat of the prospective future street system of the unsubdivided part will be required, and the street system of the unsubmitted part will be considered in the light of adjustments and connection with the street system of the plat submitted. **Comment: Complies**
- (k) A plat application signed by the owner and notarized on the form prescribed by the plat division of the appropriate authority. **Comment: Complies**
- (l) The numbering of all lots, blocks and the lettering of all tracts shall be shown on the tentative plat. All lots or tracts shall be numbered or lettered progressively. All blocks shall be progressively numbered except that blocks in numbered additions bearing the same name shall be numbered consecutively throughout the several additions. **Comment: Complies**
- (m) A location map at the scale of one (1) inch equals three hundred (300) feet showing existing and proposed rights-of-way. **Comment: Complies**

RESOLUTION NO. 2016-R-6

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, IN SUBSTANTIALLY THE ATTACHED FORM, TRANSFERRING FIVE (5) FLOATING RESIDENTIAL UNITS FROM THE NEIGHBORHOOD REDEVELOPMENT OVERLAY (NRO) DISTRICT'S SECONDARY RESIDENTIAL POOL OF NINE HUNDRED EIGHTY-NINE (989) FLOATING RESIDENTIAL UNITS TO A PROPOSED 20-UNIT TOWNHOUSE RESIDENTIAL DEVELOPMENT TO BE NAMED "EAST OF 5TH TOWNHOMES", ON THE TWO (2) PARCELS LOCATED OUTSIDE THE NRO AT 12121 NE 5TH AVENUE AND 509 NE 121ST STREET, WITH THE FOLLOWING FOLIO NUMBERS: 06-2230-031-0150 AND 06-2230-031-0160, IN ACCORDANCE WITH ARTICLE 4, DIVISION 2, SECTION 4-204 AND ARTICLE 4, DIVISION 4, SECTION 4-405 OF THE CITY OF NORTH MIAMI CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on December 11, 2007, the Mayor and City Council of the City of North Miami ("City"), adopted the City's Comprehensive Plan ("Comprehensive Plan"), consistent with the requirements of Chapter 163, Florida Statutes; and

WHEREAS, Policy 1.12.1 of the Comprehensive Plan established a pool of five thousand (5,000) floating residential units for development, as follows: two thousand two hundred (2,200) floating residential units for use within the Neighborhood Redevelopment Overlay ("NRO") District; One thousand Eight Hundred (1,800) floating residential units for the Central City District; and a secondary pool of one thousand (1,000) floating residential units for development outside the NRO District ("Secondary Pool"); and

WHEREAS, Section 4-204 of the City Land Development Regulations ("LDRs"), provides that requests for residential density bonuses may be granted through a Conditional Use Permit, approved by the Mayor and City Council in accordance with Section 3-401 and Section 4-405 of the LDRs; and

WHEREAS, 5th Avenue Development, LLC ("Applicant"), is the owner of a real 0.92-acre property (the "Subject Property") containing two (2) platted lots, with Miami-Dade County

folio numbers: 06-2230-031-0150 (Lot 1) and 06-2230-031-0160 (Lot 2), and located at 12121 NE 5th Avenue and 509 NE 121st Street; and

WHEREAS, the Subject Property is located outside the NRO District and has a Medium Density Residential land use category with an R-5, Multifamily zoning designation, which permits a maximum building height of seventy-five feet (75') and a density of sixteen and three tenths dwelling units per acre (16.3 du/ac); and

WHEREAS, the R-5 zoning designation allows for fifteen (15) residential units as of right, for development on the Subject Property, with seven (7) as-of-right units on Lot 1 and eight (8) as-of-right units on Lot 2; and

WHEREAS, Article 4, Division 2, Section 4-204 of the City's LDRs prohibits the granting of bonus density through conditional use approval for parcels located within the Village of Biscayne Park Transition Zone; and

WHEREAS, Lot 1, which comprises .48 acre, is entirely located outside the Village of Biscayne Park Transition Zone, and, therefore meets the requirements of Article 4, Division 2, Section 4-204 of the LDRs, for the granting of bonus units through conditional use approval; and

WHEREAS, Lot 2, which comprises .44 acre, is entirely located within the Village of Biscayne Park Transition Zone and, pursuant to the requirements of Article 4, Division 2, Section 4-204 of the LDRs, shall not be developed at a density or intensity in excess of what is authorized by the Future Land Use Element (FLUE) of the Adopted City's Comprehensive Plan in the Medium Density Residential land use designation, restricting therefore the maximum number of units permitted on said lot to eight (8); and

WHEREAS, the Applicant filed a Conditional Use Permit application with the City Community Planning & Development Department, requesting that the City transfers five (5) additional bonus residential units from the existing Secondary Pool of available units to Lot 1 in order to construct a market-rate 20-unit townhouse development on the Subject Property; and

WHEREAS, the approval and transfer of five (5) units from the Secondary Pool will reduce the pool of unassigned units from their current balance of nine hundred and eighty-nine (989) residential units to nine hundred and eighty-four (984) residential units; and

WHEREAS, the City administration reviewed the proposed request and found that it is

consistent with Policy 1.12.1 of the Comprehensive Plan and satisfies the requirements of Article 4, Division 4, Section 4-405 of the LDRs; and

WHEREAS, the Planning Commission, after a duly noticed public hearing held on December 1st, 2015, reviewed the proposed request and found it to be in harmony with the goals, objectives and policies of the Comprehensive Plan, and recommended approval of the Conditional Use Permit to the Mayor and City Council; and

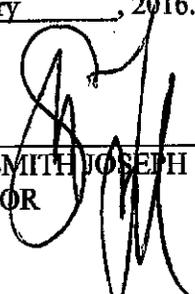
WHEREAS, the Mayor and City Council of the City of North Miami have determined that the proposed request is in the best interest of the City and does not adversely affect the health, safety, and welfare of residents and thereby, approve the Conditional Use Permit allocating the requested number of units from the Secondary Pool.

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

Section 1. Approval of Conditional Use Permit. The Mayor and City Council of the City of North Miami, Florida, hereby, approve the Conditional Use Permit, in substantially the attached form, transferring five (5) floating residential units from the Neighborhood Redevelopment Overlay (NRO) District's secondary residential pool of nine hundred eighty-nine (989) floating residential units to a proposed 20-unit townhouse residential development to be named "east of 5th townhomes", on the two (2) parcels located outside the NRO at 12121 NE 5th Avenue and 509 NE 121st street, with the following folio numbers: 06-2230-031-0150 and 06-2230-031-0160, in accordance with Article 4, Division 2, Section 4-204 and Article 4, Division 4, Section 4-405 of the City of North Miami Code of Ordinances, Land Development Regulations

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 12th day of January, 2016.



DR. SMITH JOSEPH
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Galvin

Seconded by: Councilman Bien-Aime

Vote:

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

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

EXHIBIT I

CONDITIONAL USE PERMIT FOR 5TH AVENUE DEVELOPMENT, LLC.

WHEREAS, 5th Avenue Development, LLC (the "Applicant") is the owner of the parcels identified by Miami-Dade County folio numbers: 06-2230-031-0150 and 06-2230-031-0160, comprising .92 acre and described in attached Exhibit "A", Survey Drawing of Property (the "Subject Property"); and

WHEREAS, the Property is zoned R-6 and allows for fifteen (15) residential units as of right; and

WHEREAS, in accordance with Section 4-204 of the City's Land Development Regulations (LDRs), which governs density bonus requests in areas outside the Neighborhood Redevelopment Overlay (NRO) district, the Applicant requests that, in addition to the eleven (11) units permitted as of right, the Mayor and City Council approves this Conditional Use Approval (CUP) to transfer five (5) floating units from the NRO secondary pool of floating residential units of nine hundred and eighty-nine (989) residential floating units to create a 20-unit townhouse residential development on the subject property; and

WHEREAS, staff has reviewed the requested CUP and finds that it complies with the requirements of Section 3-405 of the LDRs; and

WHEREAS, on December 1st, 2015, the Planning Commission voted to recommend that the Mayor and City Council grant Conditional Use Approval for the transfer of five (5) residential floating units from the NRO secondary residential pool of nine hundred and eighty-nine (989) residential floating units; and

WHEREAS, said transfer of five (5) residential floating units from the NRO secondary residential pool of nine hundred and eighty-nine (989) residential floating units would reduce the primary pool of units to nine hundred and eighty-four (984) residential floating units; and

WHEREAS, on January 12th, 2016, the Mayor and City Council reviewed the requested CUP and determined that it is consistent with the goals, objectives and policies of the City's Comprehensive Plan, and is also in keeping with the purpose and intent of the City's LDRs.

NOW, THEREFORE, the Mayor and City Council approves this CUP along with the following findings and conditions:

1. **Unity of Title:** Within forty-five (45) days of the adoption of the resolution approving the requested CUP by the Mayor and City Council, the Applicant shall consolidate the two (2) parcels into one parcel by virtue of a unity of title; said instrument to meet with the approval of the City Attorney's Office prior to be recorded with the Miami-Dade County Clerk of Court;

2. **Density Bonuses:** That five (5) floating residential units be transferred from the NRO secondary pool to the proposed development based on the following calculations:

Mandatory Elements	Density Bonus Earned
LEED Designation (Certified)	7.5 du/ac
5 of 8 TOD Standards	10 du/ac
Total Overall Density Bonuses Earned	17.5 du/ac *
Density Bonuses Applied	10.97 du/ac*

*This density bonus only applies to Lot 1, which is located outside the Transition Zone.

3. **DRC Approval:** Prior to the submittal of an application for a building permit, a precise plan, which shall be substantially in compliance with the initial development order approved by the Mayor and City Council, shall be submitted and meet with the approval of the Development Review Committee (DRC) in accordance with the procedures adopted by the DRC and any procedures applicable to the application for development approval. Failure to file said precise plan within one (1) year of the City Council approval shall result in the revocation of the CUP;
4. **Green Building & Sustainability:** Prior to the submittal of an application for a building permit, the proposed development shall at a minimum incorporate the following green building principles, as listed in Section 5-803(J):
- a. Energy Star rated equipment and or appliances;
 - b. lighting and compact fluorescent bulbs must be used and reported to the City's Community Planning and Development Department by completing the Energy Star pledge;
 - c. Utilization of water re-use for irrigation; and/or rain sensors on irrigation system;
 - d. Utilization of plant materials for landscaping of the Florida Friendly Plant List;\
 - e. Maximize water use efficiency in buildings to obtain reductions in water usage through the utilization of high-efficiency fixtures (water faucets, water closets, urinals, showerheads, etc.);
 - f. Design the building/project to maximize energy performance through compliance with the mandatory and prescriptive requirements of ASHRAE/IESNA 90.1;
 - g. Limit disruption of natural water flows by managing stormwater runoff through the implementation of a stormwater management plan that reduces impervious cover, promotes infiltration, and captures and treats stormwater runoff using acceptable best management practices (BMPs);
 - h. Reduce heat-island effect by using, for a minimum of seventy-five (75) percent of the roof, surface roofing materials having a solar reflectants index (SRI) equal to or greater than:

Roof-type	Slope	SRI
Low-sloped roof	Less than or equal to 2:12	78
Steep sloped roof	Greater than 2:12	29

i. Utilize two (2) of the following low-emitting materials:

1. Adhesives;
2. Sealants;
3. Paints and coatings;
4. Carpet;
5. Composite wood;
6. Agri-fiber products.

5. **Stormwater Management:** All stormwater shall be retained on-site utilizing properly designed seepage or infiltration drainage structures. Drainage shall be provided for the 5-year storm event with full on-site retention of the 25-year/3-day storm. Pollution Control devices shall be required at all drainage inlet structures. All off-site drainage improvements shall meet design requirements as applicable to the corridor type;
6. **Building Permits:** That the Applicant apply for a building permit within eighteen (18) months of approval of the precise plan by the DRC members. Failure to do so will result in the expiration of the precise plan;
7. **Miscellaneous:** That the CUP comply with all applicable requirements of the City's Public Works Department, Police Department, and all other County and State agencies;
8. **Certificate of Occupancy:** That a Certificate of Occupancy (CO) from the Building and Minimum Housing Department be only issued to the Applicant upon compliance with all other terms and conditions of this approval, and the verification by the City that the development has incorporated the green building principles addressed in Section 4 above, pursuant to Section 5-803(J); the same subject to cancellation upon violation of any of the conditions herein listed; and
9. **Certificate of Use:** That a Certificate of Use (CU) from the Community Planning & Development Department be only issued to the Applicant upon compliance with all terms and conditions of this CUP approval; the same subject to cancellation upon violation of any of the conditions herein listed.

Prepared by and Return to:
Roland C. Galdos
Interim City Attorney
CITY OF NORTH MIAMI
776 N.E. 125th Street
North Miami, FL 33161

Space Above This Line for Recording

**BEFORE THE BOARD OF ADJUSTMENT
CITY OF NORTH MIAMI, FLORIDA**

**HEARING DATE: March 16, 2016
FILE NO. V-2-16**

**IN RE: The Application of: East of 5th Avenue Development LLC
12121 NE 5th Avenue
Aventura FL 33180**

ORDER APPROVING VARIANCES

The applicant and property owner, **East of 5th Avenue Development LLC**, ("Applicant"), filed an application with the City of North Miami ("City") Department of Community Planning and Development for the following Variances:

1) A VARIANCE TO ARTICLE 5, DIVISION 20, SECTION 5-2002 B OF THE NORTH MIAMI CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS ("LDRS"), TO ALLOW A PROPOSED TOWNHOUSE DEVELOPMENT TO SET BACK 13'- 3" AND 20'- 10" FROM THE EAST AND WEST SIDE PROPERTY LINES, RESPECTIVELY, INSTEAD OF THE REQUIRED MINIMUM OF 30'- 0" ALLOWED FOR DEVELOPMENTS PERMITTED IN THE R-5 MULTI-FAMILY ZONING DISTRICT; AND

2) A VARIANCE TO ARTICLE 5, DIVISION 20, SECTION 5-2001 D OF THE NORTH MIAMI CODE OF ORDINANCES, LAND DEVELOPMENT

REGULATIONS ("LDRS"), TO ALLOW A PROPOSED DEVELOPMENT WITH TWO (2) TOWNHOUSE ROWS WITH A LENGTH OF EIGHT (8) UNITS AND TWELVE (12) UNITS, RESPECTIVELY, INSTEAD OF THE REQUIRED MAXIMUM LENGTH OF SIX (6) UNITS PER TOWNHOUSE ROW ALLOWED FOR DEVELOPMENTS PERMITTED IN THE R-5 MULTI-FAMILY ZONING DISTRICT; AND

3) A VARIANCE TO ARTICLE 5, DIVISION 14, SECTION 5-1409 B.1 OF THE NORTH MIAMI CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS ("LDRS"), TO ALLOW FORWARD AND REVERSE (BACK-OUT) MOVEMENT OF VEHICLES FOR A PROPOSED TOWNHOUSE DEVELOPMENT IN THE R-5 MULTI-FAMILY ZONING DISTRICT WHERE SUCH MOVEMENT IS ONLY PERMITTED FOR SINGLE-FAMILY RESIDENCES.

ALL THREE (3) VARIANCES ARE REVIEWED IN ACCORDANCE WITH THE CRITERIA PROVIDED UNDER ARTICLE 3, DIVISION 6, SECTION 3-606, LDRS.

Notice of the request for Variances was given as required by law. The Board of Adjustment of the City of North Miami ("Board") finds that the property in question is located in the R-5 Zoning District. The Board further finds:

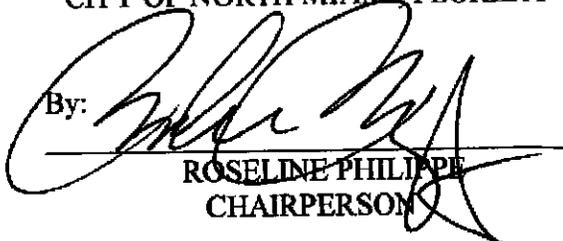
1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.
2. That the requested Variances maintain the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the neighborhood.
3. That the Variances requested are the minimum variances that will make possible the reasonable use of the land, structure, or building.
4. That granting the Variances are in harmony with the general intent and purpose of the LDRs and such Variances will not be injurious to the area involved.

IT IS THEREFORE ORDERED by the Board that the requested Variances set forth above for the location generally situated at: 12121 NE 5th Avenue and 509 NE 121st Street, is hereby **APPROVED**.

This document shall become valid only when recorded in the public records of Miami-Dade County, Florida.

Dated this 29 day of March, 2016.

BOARD OF ADJUSTMENT
CITY OF NORTH MIAMI, FLORIDA

By: 

ROSELINE PHILIPPE
CHAIRPERSON

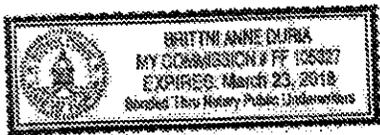
ATTEST:


Tanya Wilson-Sejour, Planning Manager
Community Planning and Development

STATE OF FLORIDA)
) §§
COUNTY OF MIAMI-DADE)

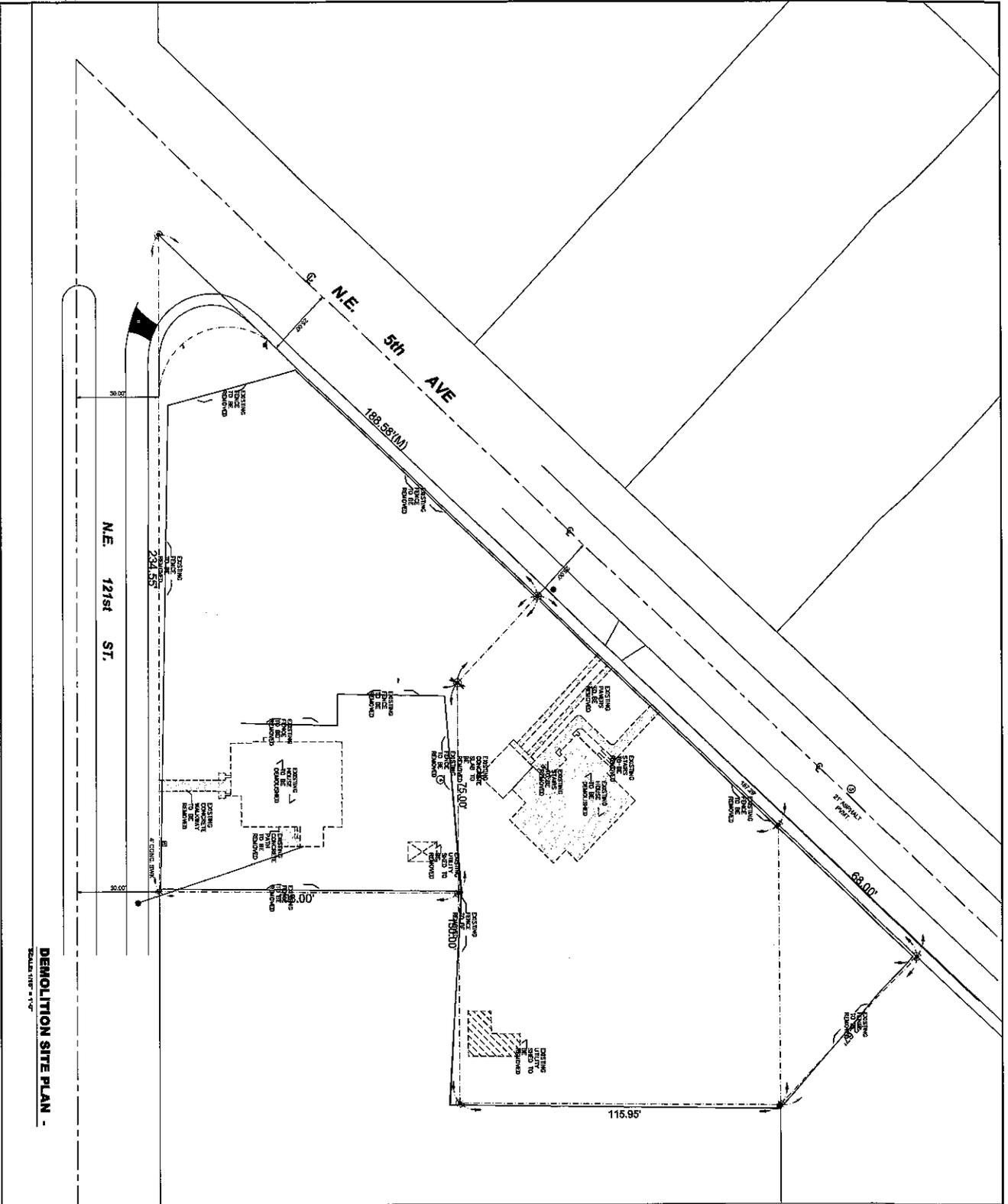
I hereby certify that on this day, before me, appeared Tanya Wilson-Sejour, to me personally known, who acknowledged that she is the Planning Manager of the City of North Miami ("City"), a Florida municipal corporation, and that this instrument was signed for the purposes contained on behalf of the City and by the authority of the City, and that she further acknowledges the instrument to be the free act and deed of the City.

Sworn to and subscribed before me this 7th day of April, 2016.




NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:



DEMOLITION SITE PLAN -
SCALE: 1/8" = 1'-0"



SP-0
1 OF 1

SHEET
PROJECT NO. 1800
DESIGN BY: GWS
CHECKED BY: JMK

DEMOLITION LEGEND

[Symbol]	EXISTING WALL TO BE DEMOLISHED
[Symbol]	EXISTING DRIVE TO BE REMOVED
[Symbol]	EXISTING DRIVE TO BE RELOCATED
[Symbol]	EXISTING DRIVE TO BE RECONSTRUCTED
[Symbol]	EXISTING DRIVE TO BE RECONSTRUCTED WITH NEW DRIVEWAY
[Symbol]	EXISTING DRIVE TO BE RECONSTRUCTED WITH NEW DRIVEWAY AND SIDEWALK
[Symbol]	EXISTING DRIVE TO BE RECONSTRUCTED WITH NEW DRIVEWAY AND SIDEWALK AND CURB

1. CONSULTOR'S RESPONSIBILITY: THE DEMOLITION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF DEMOLITION WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF DEMOLITION WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF DEMOLITION WORK.
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6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF DEMOLITION WORK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF DEMOLITION WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF DEMOLITION WORK.
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12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF DEMOLITION WORK.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF DEMOLITION WORK.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF DEMOLITION WORK.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF DEMOLITION WORK.
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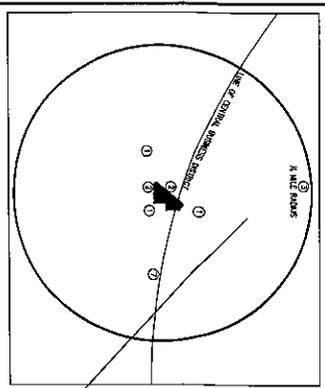
JOSEPH & KALLER ASSOCIATES PA
444 N. MIAMI BLVD. SUITE 1100
NORTH MIAMI, FL 33162
TEL: 305.885.1100
FAX: 305.885.1101
WWW.JKASSOCIATES.COM

PROJECT TITLE
EAST OF 5TH TOWNHOMES
12121 NE 5TH AV
AND 509 NE 121 ST
NORTH MIAMI, FL 33161

SHEET TITLE
DEMOLITION SITE PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1		

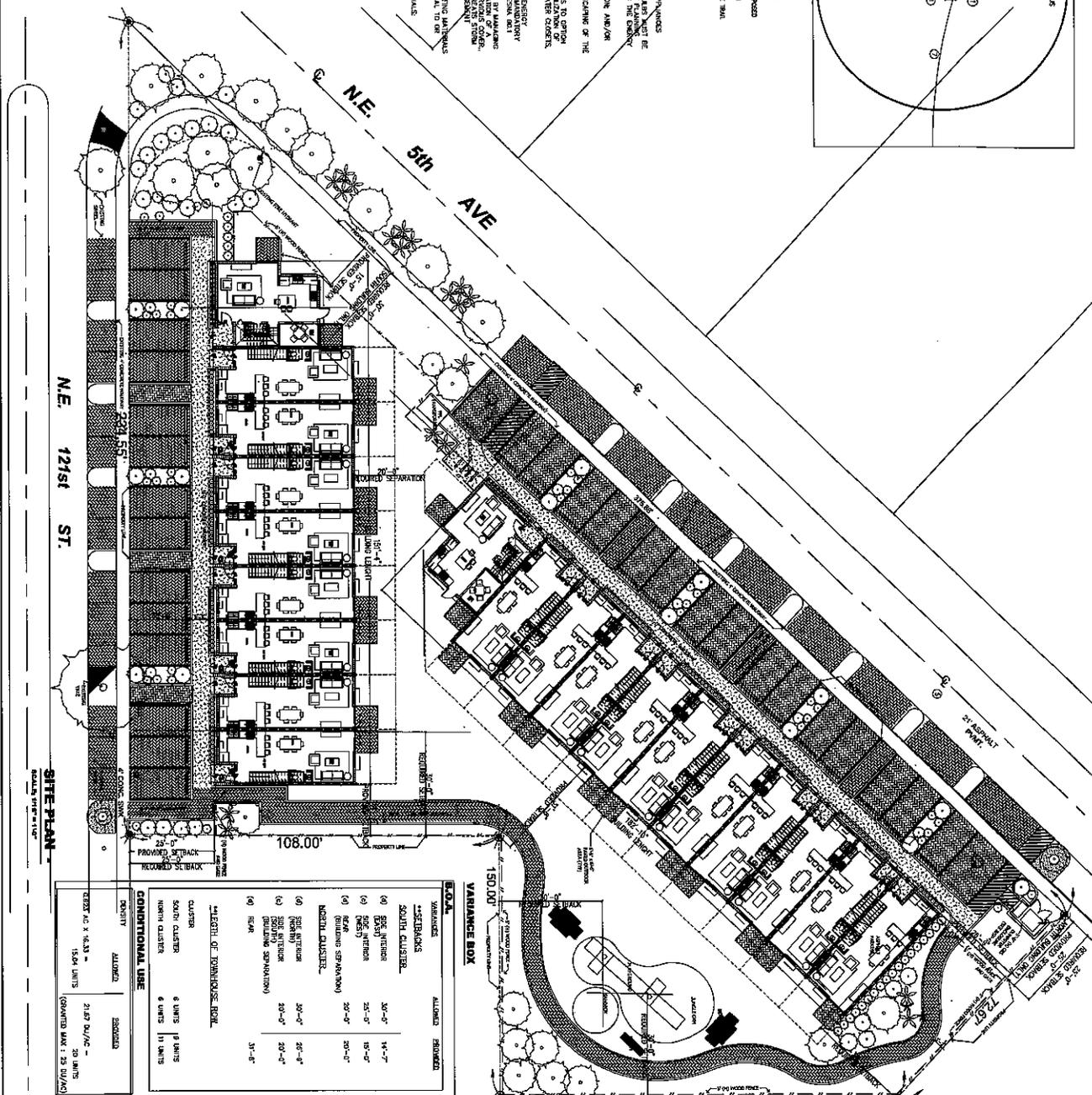


T.O.D. STANDARDS:

- 1) MINIMUM DISTANCE BETWEEN ADJACENT LOTS
- 2) MINIMUM DISTANCE FROM ADJACENT LOTS TO STREET
- 3) MINIMUM DISTANCE FROM ADJACENT LOTS TO STREET
- 4) MINIMUM DISTANCE FROM ADJACENT LOTS TO STREET
- 5) MINIMUM DISTANCE FROM ADJACENT LOTS TO STREET
- 6) MINIMUM DISTANCE FROM ADJACENT LOTS TO STREET

GREEN BUILDING PRINCIPLES

1. ENERGY STAR RATED EQUIPMENT AND OR APPLIANCES
2. LED LIGHTING AND COMPACT FLUORESCENT LIGHTING
3. ENERGY STAR RATED REFRIGERATORS
4. ENERGY STAR RATED WASHING MACHINES
5. ENERGY STAR RATED DRYERS
6. ENERGY STAR RATED DISHWASHERS
7. ENERGY STAR RATED WATER HEATERS
8. ENERGY STAR RATED AIR CONDITIONERS
9. ENERGY STAR RATED DEFRIGERATORS
10. ENERGY STAR RATED FREEZERS
11. ENERGY STAR RATED STOVE COOKTOPS
12. ENERGY STAR RATED OVEN COOKTOPS
13. ENERGY STAR RATED RANGE COOKTOPS
14. ENERGY STAR RATED BUILT-IN COOKTOPS
15. ENERGY STAR RATED BUILT-IN OVEN COOKTOPS
16. ENERGY STAR RATED BUILT-IN RANGE COOKTOPS
17. ENERGY STAR RATED BUILT-IN OVEN RANGE COOKTOPS
18. ENERGY STAR RATED BUILT-IN RANGE OVEN COOKTOPS
19. ENERGY STAR RATED BUILT-IN RANGE OVEN COOKTOPS
20. ENERGY STAR RATED BUILT-IN RANGE OVEN COOKTOPS



CLUSTER	ALLOWED	PROPOSED
CLUSTER 1	1500 LOTS	20 LOTS
CLUSTER 2	1500 LOTS	20 LOTS
CLUSTER 3	1500 LOTS	20 LOTS

CLUSTER	ALLOWED	PROPOSED
CLUSTER 1	1500 LOTS	20 LOTS
CLUSTER 2	1500 LOTS	20 LOTS
CLUSTER 3	1500 LOTS	20 LOTS

CLUSTER	ALLOWED	PROPOSED
CLUSTER 1	1500 LOTS	20 LOTS
CLUSTER 2	1500 LOTS	20 LOTS
CLUSTER 3	1500 LOTS	20 LOTS

CLUSTER	ALLOWED	PROPOSED
CLUSTER 1	1500 LOTS	20 LOTS
CLUSTER 2	1500 LOTS	20 LOTS
CLUSTER 3	1500 LOTS	20 LOTS

LEGAL DESCRIPTION:
 500 NE 121 ST (PARTIAL LOT)
 THE SOUTH PART OF LOT 10, BLOCK 8, TOWNHOMES AT 12121 NE 5TH AVENUE, NORTH MIAMI, DADE COUNTY, FLORIDA

PROPERTY ADDRESS:
 12121 NE 5TH AVENUE, UNIT 101
 12121 NE 5TH AVENUE, UNIT 102
 12121 NE 5TH AVENUE, UNIT 103
 12121 NE 5TH AVENUE, UNIT 104
 12121 NE 5TH AVENUE, UNIT 105
 12121 NE 5TH AVENUE, UNIT 106
 12121 NE 5TH AVENUE, UNIT 107
 12121 NE 5TH AVENUE, UNIT 108
 12121 NE 5TH AVENUE, UNIT 109
 12121 NE 5TH AVENUE, UNIT 110

CLUSTER	ALLOWED	PROPOSED
CLUSTER 1	1500 LOTS	20 LOTS
CLUSTER 2	1500 LOTS	20 LOTS
CLUSTER 3	1500 LOTS	20 LOTS

PROJECT TITLE
 EAST OF 5TH TOWNHOMES
 12121 NE 5TH AV
 AND 509 NE 121 ST
 NORTH MIAMI, FL 33161

ARCHITECT
 JOSEPH & KALLER
 ASSOCIATES PA
 2701 NE 157th Ave, Suite 200
 North Miami, FL 33161
 TEL: (305) 881-1111
 FAX: (305) 881-1112
 WWW: JOSEPHANDKALLER.COM

REVISIONS

NO.	DATE	DESCRIPTION
1		

SHEET TITLE
 SITE PLAN

DATE
 10/11/2011

SCALE
 AS SHOWN

PROJECT NO.
 1011

DATE
 10/11/2011

PROJECT NAME
 EAST OF 5TH TOWNHOMES

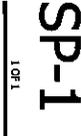
PROJECT ADDRESS
 12121 NE 5TH AVENUE
 AND 509 NE 121 ST
 NORTH MIAMI, FL 33161

PROJECT NO.
 1011

DATE
 10/11/2011

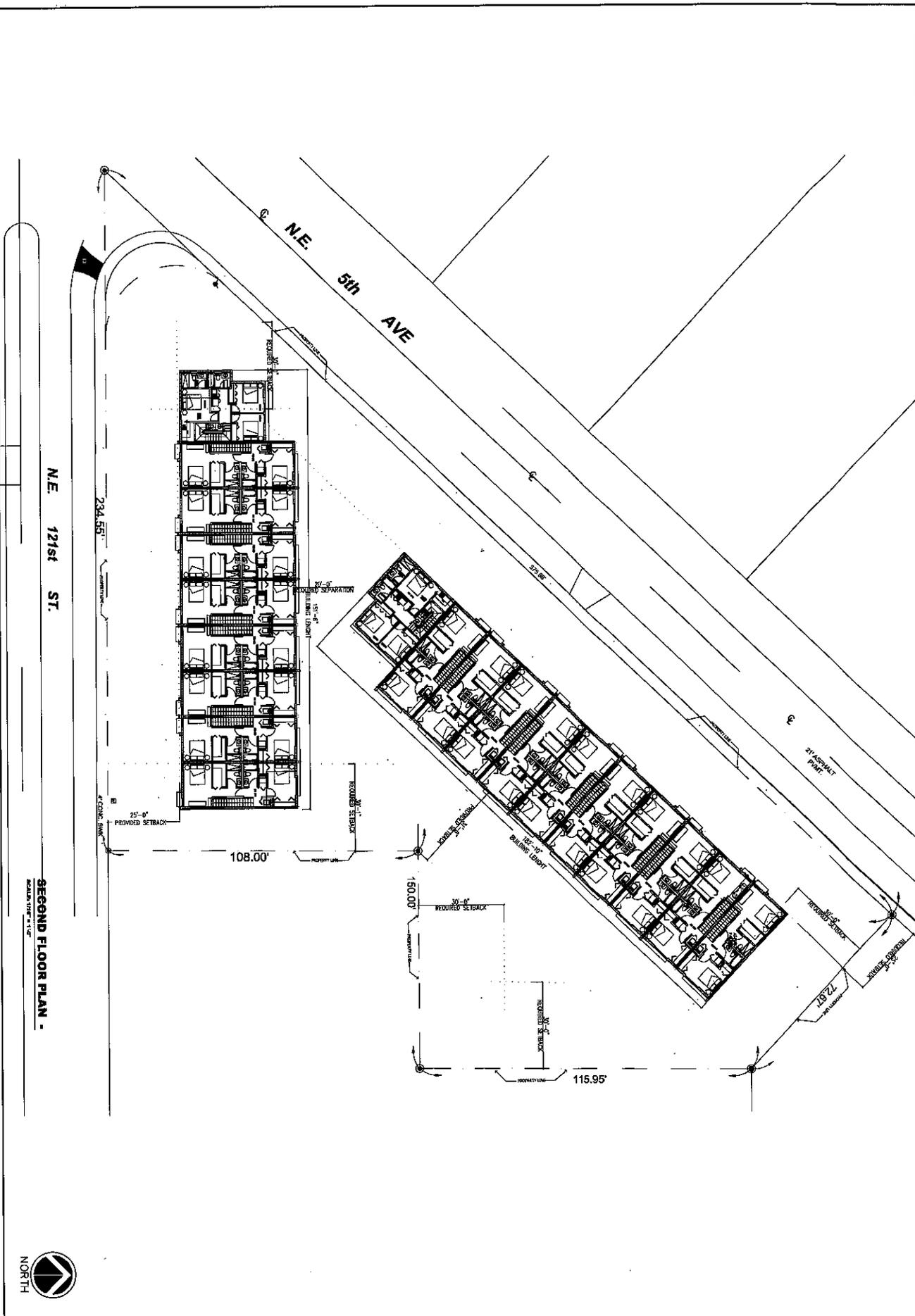
PROJECT NAME
 EAST OF 5TH TOWNHOMES

PROJECT ADDRESS
 12121 NE 5TH AVENUE
 AND 509 NE 121 ST
 NORTH MIAMI, FL 33161



SP-1
 1 OF 1





NE 121st ST.

NE 5th AVE

SECOND FLOOR PLAN -



SP-2
1 OF 1

PROJECT No.	DATE	BY	CHECKED BY
1100	12/23/15	GW	AK

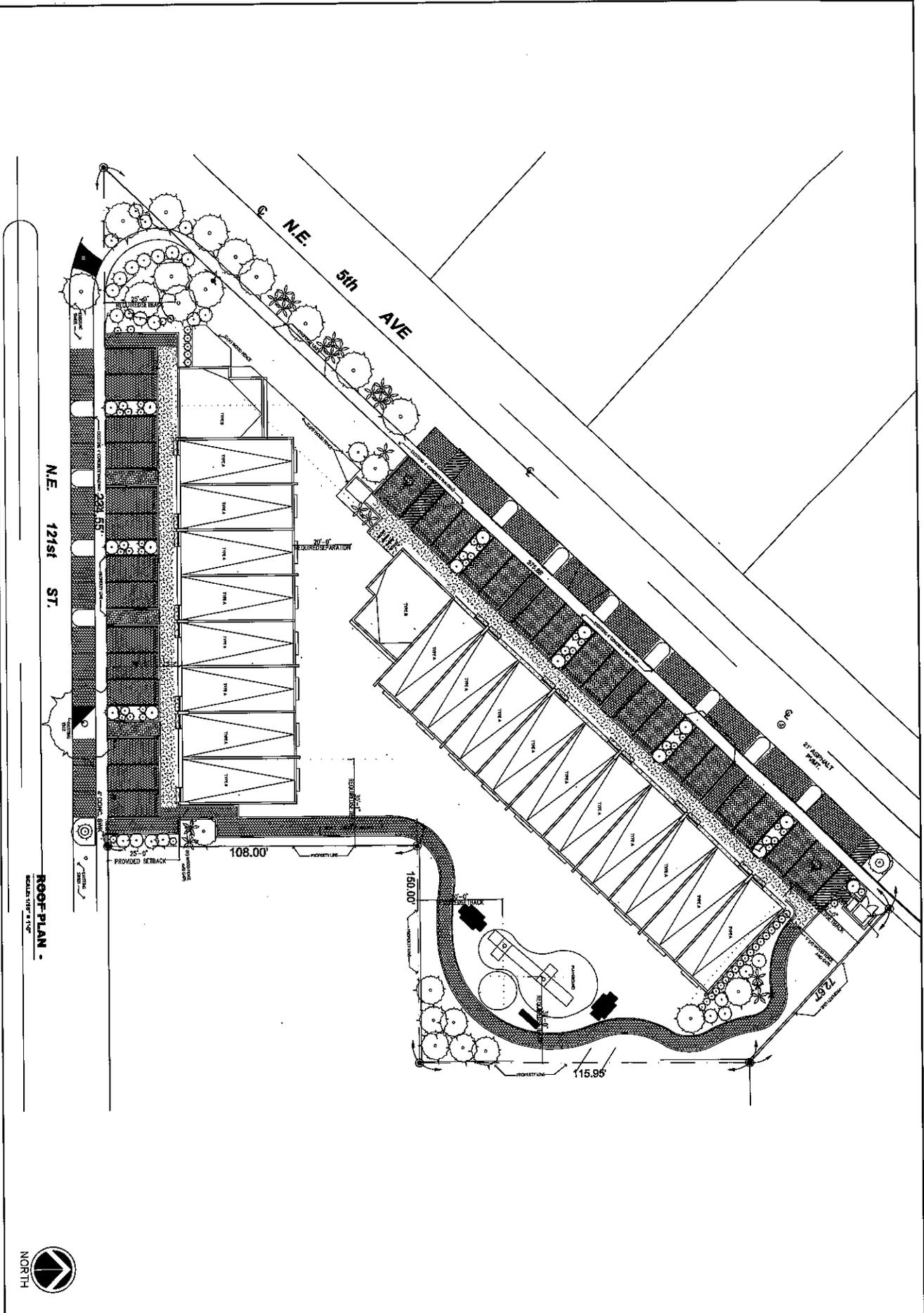
No.	DATE	DESCRIPTION
1		

SHEET TITLE
SECOND FLOOR

PROJECT TITLE
EAST OF 5TH TOWNHOMES
12121 NE 5TH AV
AND 509 NE 121 ST
NORTH MIAMI, FL 33161

JOSEPH B. KALLER
ARCHITECT
12121 NE 5TH AVE, SUITE 200
NORTH MIAMI, FL 33161
TEL: 305.251.1234
FAX: 305.251.1235



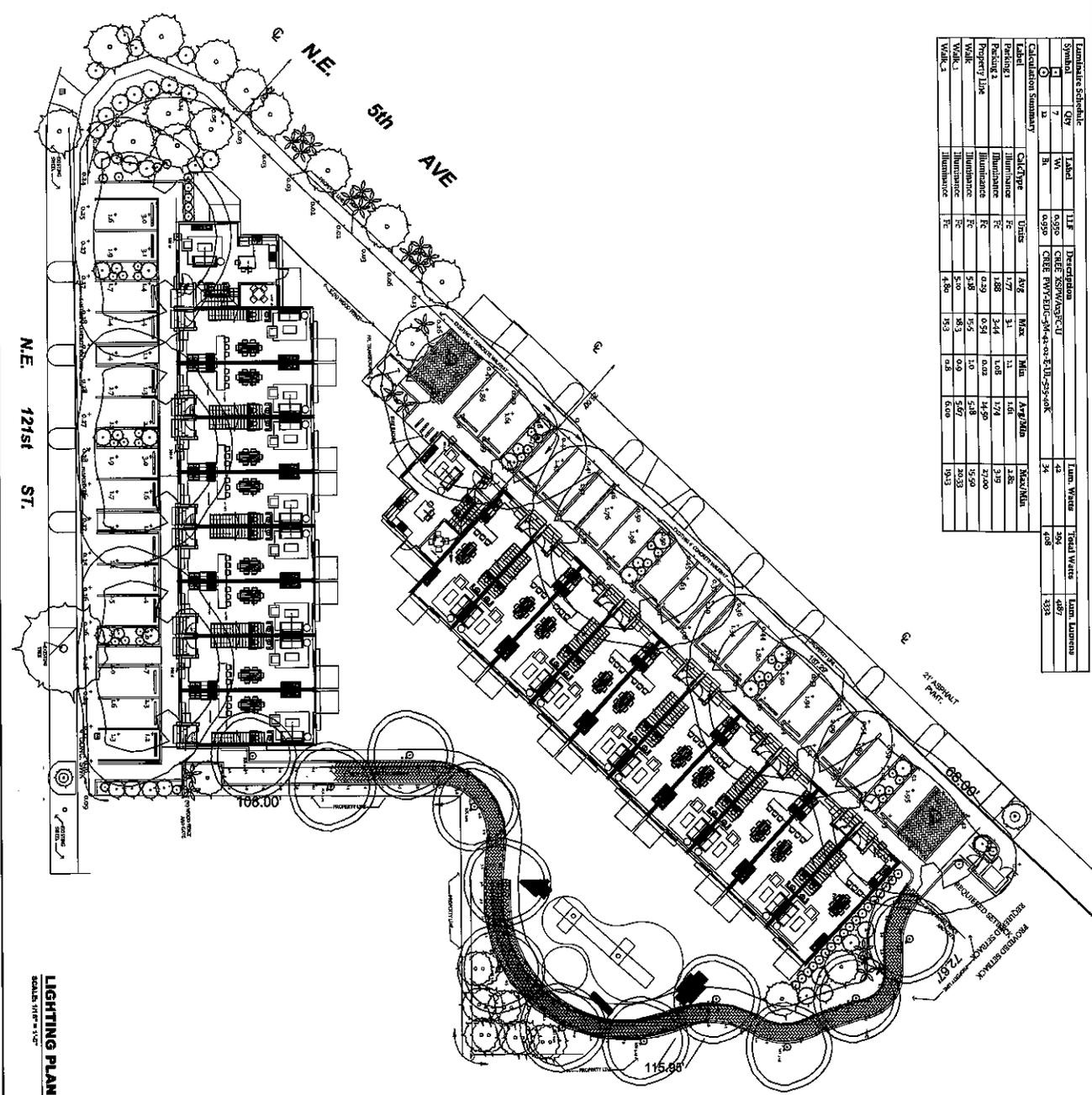


NORTH

ROOF PLAN -
SCALE: 1/8" = 1'-0"

	JOSEPH B. KALLER ASSOCIATES PA <small>2015 NE 130th Street, Suite 200 • North Miami Beach, FL 33162 Phone: (305) 881-1111 • Fax: (305) 881-1112 www.kaller.com</small>	PROJECT TITLE EAST OF 5TH TOWNHOMES 12121 NE 5TH AV AND 509 NE 121 ST NORTH MIAMI, FL 33161	SHEET TITLE ROOF PLAN	REVISIONS <table border="1"> <tr> <th>No.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td></td> <td></td> </tr> </table>	No.	DATE	DESCRIPTION	1		
	No.	DATE	DESCRIPTION							
1										
SEAL <small>JOSEPH B. KALLER LICENSED ARCHITECT # 2002938</small>	PROJECT No. 1200 DATE: 01/23/15 DESIGNER: GW CHECKED BY: JK	PROJECT No. 1200 DATE: 01/23/15 DESIGNER: GW CHECKED BY: JK	PROJECT No. 1200 DATE: 01/23/15 DESIGNER: GW CHECKED BY: JK							

SP-3
1 OF 1



Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking 1	ILLUMINANCE	FC	1.77	3.1	1.1	1.6	3.82
Parking 2	ILLUMINANCE	FC	1.88	3.44	1.08	3.19	3.94
Property Line	ILLUMINANCE	FC	0.59	0.94	0.02	14.99	27.00
Walk 1	ILLUMINANCE	FC	5.38	7.5	1.0	5.08	15.99
Walk 2	ILLUMINANCE	FC	5.0	8.3	0.9	5.07	20.33
Walk 3	ILLUMINANCE	FC	4.80	7.3	0.8	6.00	19.3

Symbol	Label	LLF	Description	Units	Total Watts	Total Lumens
1	121	0.50	CHIEF ILLUMINANCE	42	294	487
2	121	0.50	CHIEF ILLUMINANCE	34	238	393

LIGHTING PLAN
SCALE: 1/8" = 1'-0"



REVISIONS

No.	DATE	DESCRIPTION
1		

SHEET TITLE

SITE LIGHTING
PHOTOMETRIC STUDY

PROJECT TITLE

EAST OF 5TH TOWNHOMES
12121 NE 5TH AV
AND 509 NE 121 ST
NORTH MIAMI, FL 33161

PROJECT No. 1000
DATE: 11/15/11
DRAWN BY: JMK
CHECKED BY: JMK

PROJECT No. 1000
DATE: 11/15/11
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CHECKED BY: JMK

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DRAWN BY: JMK
CHECKED BY: JMK

SEAL

JOSEPH B. KALLER
REGISTERED PROFESSIONAL ENGINEER
No. 12121
FLORIDA P.E. # 10000135

SL-1
1 OF 1

To: The Planning Commission

From: Marie-Frantz Jean-Pharuns, Housing Manager

Date: December 12, 2016

RE: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, ADOPTING THE LOCAL HOUSING ASSISTANCE PLAN (LHAP) AS REQUIRED BY THE WILLIAM E. SADOWSKI AFFORDABLE HOUSING ACT OF 1992 AND THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) ACT, FOR FISCAL YEARS 2017-2018, 2018-2019, AND 2019-2020; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE AND SUBMIT THE LOCAL HOUSING ASSISTANCE PLAN AND ANY OTHER NECESSARY DOCUMENTS TO THE FLORIDA HOUSING FINANCE CORPORATION FOR ITS REVIEW AND APPROVAL, AS REQUIRED BY FLORIDA LAW; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

RECOMMENDATION

Staff is recommending the adoption of the Local Housing Assistance Plan (LHAP) for the City's SHIP Program for fiscal years 2017-2018; 2018-2019 and 2019-2020 as required by the William E. Sadowski Affordable Housing Act of 1992 and the State Housing Initiatives Partnership (SHIP) Program.

PURPOSE & INTENT

Florida Statute Section 393.063 requires counties and eligible municipalities to describe initiatives in their Local Housing Assistance Plans that encourage or require use of a minimum of 20 percent of its allocation to give first priority to households with Developmental Disabilities with an emphasis on home modification, including technological enhancements and devices, which will allow homeowners and/or developmentally disabled household members to remain independent in their own homes and maintain their homeownership. In addition, the city will implement a new rental assistance strategy giving priority to special needs, disabled and low income families. The City's adopted Local Housing Assistance Plan for 2014 through 2017 does not contain the rental assistance strategy for the SHIP Program. As such, recipients will be selected on a first come, first served, first qualified basis with priority given to households with developmental disabilities, elderly, special needs, and low income.

BACKGROUND

The State of Florida and the Florida Housing Finance Corporation provide funds for affordable housing activities in the form of a forgivable loan provided through The State Housing Initiative Partnership (SHIP) Program. As a requirement for funding, The City must submit a Local Housing Assistance Plan (LHAP) every three years. The City Council, through Resolution 2014-R-46, approved the last LHAP for the years 2014 - 2015, 2015 - 2016, and 2016 - 2017. The proposed LHAP is for years 2017 through 2020.

The State of Florida's annual housing budget has been steadily reduced over the last few years, which in turn has affected the funding the City has received over time. In 2014-15, the City received One Hundred Eighty Four Thousand Eight Hundred Forty Nine Dollars (\$ 184,849.00.00) and in 2015-2016, the City received One Hundred Ninety One Thousand Two Hundred Sixty One Dollars (\$ 191,261.00) which was dedicated to the First Time Homebuyer Down Payment/closing Cost Assistance and Owner-Occupied Rehabilitation Programs. However, The City is expected to receive a greater disbursement in the amount of Two Hundred Forty Nine Thousand Five Hundred Sixty Seven Dollars (\$249,567.00) in the 2016-2017 fiscal year. The proposed 2016/2017 LHAP does not consider any changes in program initiatives with the exception of the inclusion the Rental Assistance strategy that will provide rental assistance up to Five Thousand Dollars (\$ 5,000. 00) or three months whichever comes first with priority given to Elderly, Special needs families or Persons with Disabilities.

In conclusion, the proposed LHAP (attached) outlines the programs and guidelines which allow staff to provide service to North Miami residents through various affordable housing strategies should funding become available.

CONCLUSION

The previous Local Housing Assistance Plan (LHAP) outlined various affordable housing programs for North Miami residents. This new amended LHAP improves on the existing housing programs with the inclusion of "Priority Assistance to Applicants with Developmental Disabilities" and New Rental Assistance strategy with preference given to Elderly, Special Needs families, and Persons with Disabilities. This inclusion is in keeping with the Green North Miami Residential Rehabilitation Standards and the Housing Element of the City's Comprehensive Plan consistent with Florida Statutes Section 393.063. Staff recommends approval for the proposed LHAP.

Attachments:

- 1) Resolution
- 2) LHAP
- 3) Florida Statutes-Chapter 393 Index

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, ADOPTING THE LOCAL HOUSING ASSISTANCE PLAN (LHAP) AS REQUIRED BY THE WILLIAM E. SADOWSKI AFFORDABLE HOUSING ACT OF 1992 AND THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) ACT, FOR FISCAL YEARS 2017-2018, 2018-2019, AND 2019-2020; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE AND SUBMIT THE LOCAL HOUSING ASSISTANCE PLAN AND ANY OTHER NECESSARY DOCUMENTS TO THE FLORIDA HOUSING FINANCE CORPORATION FOR ITS REVIEW AND APPROVAL, AS REQUIRED BY FLORIDA LAW; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Session Laws, allocating a portion of documentary stamp taxes on deeds to local governments, for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership Act ("SHIP") under Sections 420.907-420.9079, Florida Statutes, and Rule 67-37, Florida Administrative Code, require local governments to develop a one to three-year Local Housing Assistance Plan ("LHAP") outlining how funds will be used for housing programs; and

WHEREAS, Florida law also requires the LHAP to be an element of the City of North Miami ("City") SHIP program; and

WHEREAS, SHIP further requires the City to establish an average area purchase price for new and existing housing benefiting from SHIP awards, using the methodology and purchase prices found in the LHAP; and

WHEREAS, the Planning Commission, after a duly noticed public hearing held on January 3, 2017, reviewed the proposed LHAP and recommended approval to the Mayor and City Council; and

WHEREAS, the Mayor and City Council of the City of North Miami, find the proposed LHAP for Fiscal Years 2017-2018, 2018-2019, and 2019-2020, to be in the best interests of the City and accordingly, accept the Planning Commission's recommendation for approval.

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

Section 1. Approval of Plan. The Mayor and City Council of the City of North Miami, Florida, hereby adopt the Local Housing Assistance Plan (LHAP) as required by the William E. Sadowski Affordable Housing Act of 1992 and the State Housing Initiatives Partnership (SHIP) Act, for fiscal years 2017-2018, 2018-2019, and 2019-2020, attached hereto as "Exhibit A".

Section 2. Authority of City Manager and City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to execute and submit the Local Housing Assistance Plan and any other necessary documents to the Florida Housing Finance Corporation for its review and approval, as required by Florida Law.

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

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____, 2017.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

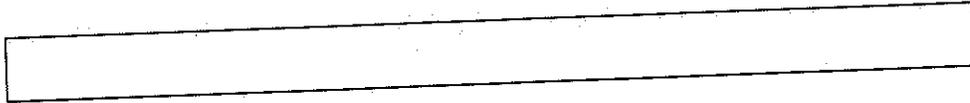
Moved by: _____

Seconded by: _____

Vote:

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

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)



SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2017-2018, 2018-2019 and 2019-2020



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D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Interlocal Agreement	



I. Program Details:

A. **Name of the participating local government:** City of North Miami

Is there an Interlocal Agreement: Yes _____ No X

B. Purpose of the program:

1. To meet the housing needs of the very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. **Fiscal years covered by the Plan:** 2017-2018, 2018-2019 and 2019-2020

D. **Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. **Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. **Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. **Public Input:** Public input will be solicited if SHIP funds or substantial Program income becomes available. Ads are placed in the following local newspaper, the Daily Business Review. Community workshops have been held and City funded community based organizations are actively involved in disseminating information throughout the community. The advertisements will focus on the Local Housing Assistance Plan and the Notice of Funding Availability.

H. **Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period.

I. **Waiting List/Priorities:** During each funding cycle the City will advertise when



program applications are available for pick-up and when the applications will be received. Applicants must submit all required documentation with completed applications in order to be considered for eligibility. Once an applicant is eligible, they will be placed on a funding list (when funds are available). Each applicant is processed in the order of eligibility determination. In no specific order, preference will be given to Special Needs Households, elderly (62 and older) households.

The following priorities for funding described/listed here apply to all strategies unless otherwise stated in the strategy: _____.

- J. **Discrimination** : In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. **Support Services and Counseling**: Support services are available from various sources. The City of North Miami will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation through partnership with Experts Resource Community Center and other community based organizations.
- L. **Purchase Price Limits**: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

- U.S. Treasury Department
- Local HFA Numbers

- M. **Income Limits, Rent Limits and Affordability**: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. **Welfare Transition Program**: Should an eligible sponsor be used, a qualification



system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. **Administrative Budget:** A line-item budget of proposed Administrative Expenditures is attached as Exhibit A.

City of North Miami finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit H.

Q. **Program Administration:** Administration of the local housing assistance plan will be wholly performed and maintained by the City of North Miami or

A third party entity or consultant will be contracted for all of part of the administrative of the program. The name of the entity is: _____ . The administrative duties they will provide are:

R. **Project Delivery Costs:**

S. **Essential Service Personnel Definition:** Essential Services Personnel are defined



locally as teachers and educators; school district, community college and university employees; law enforcement personnel; fire and rescue personnel; health care personnel; persons employed in local businesses essential to the County's economy; county and local government personnel; utility (water/sewer, electric, communication) personnel; information technology personnel; child care personnel; and skilled trades and others employed in positions that provide government and municipal services essential to maintaining a high quality of life in and for North Miami, Florida. Define in accordance with Rule Chapter 67-37.002(8) F.A.C. and Chapter 67-37.005(8), F.A.C. and Section 420.9075(3)(a) FS.

- T. **Describe efforts to incorporate Green Building and Energy Saving products and processes:** On September 25, 2007, The City of North Miami adopted Resolution number 2007-130 establishing the Green Residential Rehabilitation Standards (NMRRS) which provides for a level of commitment to the use of green design, construction, and management principles when conducting residential rehabilitation. The NMRRS also establishes specifications for materials, measures and installation for the major components of a residential structure including, but not limited to, structural, roofing, HVAC (heating/ventilation/air conditioning), electrical and plumbing systems. The NMRRS applies to both single family and multi-family residential structures. The City believes that greener buildings are key components in achieving sustainable communities which are good places to work, do business and raise children.

The City's commitment is also evident with the implementation of a series of "Green" Initiatives which is incorporated into the City's Comprehensive Plan and Land Development Regulations, designed to produce energy-efficient and resource-efficient buildings with healthier indoor air, while carrying out needed rehabilitation in a manner that preserves the environment and improve the lives of residents. The implementation of "green" initiatives also improve families by preserving family income and wealth through lower utility bills; connect neighborhoods to green-related job opportunities in the design and building trades; and support healthier lifestyles by exposing residents to fewer toxic substances, and lessening respiratory problems.

To facilitate its commitment to green building and environmentally friendly principles, the City has included standard requirements and policies not only in the NMRRS, but also in the Housing Element of the Comprehensive Plan, which require both Contractors and participants in the housing programs to implement relevant standards to achieve these goals. Some of the requirements are considered to be cost effective and practical, such as requiring the Contractors in the City's housing programs including residential rehabilitation to install low flush toilets and showerheads and to use low reflective materials on the roof and high energy efficient windows and doors to increase cooling.

The Green NMRRS is hereby incorporated by reference.

- U. **Describe efforts to meet the 20% Special Needs set-aside:** City of North Miami will partner with social service agencies serving the designated special needs populations to



achieve the goal of the special needs set-aside. The goals will be met through the owner occupied rehabilitation, emergency repair, and rental assistance strategies.

- V. **Describe efforts to reduce homelessness:** City of North Miami will work with the homeless trust serving homeless populations primarily through rental assistance to place these individuals or families in rental or transitional housing for the purpose of providing a stable housing situation for twelve month or more.

Section II. LHAP Strategies:

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- a. **Summary of Strategy:** This strategy emphasizes rehabilitation of owner-occupied sub-standard housing units and will also target special needs household requirements.
- b. **Fiscal Years Covered:** 2017-2018, 2018-2019 and 2019-2020
- c. **Income Categories to be served:** Extremely Low, Very Low, Low, Moderate
- d. **Maximum award:**

Extremely Low	\$25,000.00
Very Low	\$25,000.00
Low	\$25,000.00
Moderate	\$25,000.00
- e. **Terms:**
 - 1. **Repayment loan/deferred loan/grant:** The SHIP funds are provided as a deferred loan. There are no monthly payment requirements associated with this loan. Recipients must execute an agreement and a Mortgage and Note that will be recorded in the public records of Miami Dade County.
 - 2. **Interest Rate:** 0%
 - 3. **Years in loan term:** 7 years
 - 4. **Forgiveness:** The deferred loan will be forgiven on a prorated basis each year over a 7-year period, at the conclusion of which the debt will be considered satisfied.
 - 5. **Repayment:** All voluntary loan repayments to the program will be considered as Program Income.
 - 6. **Default:** If at any time during the 7-year period the property is sold,



refinanced, rented or ceases to be owner-occupied, which does not constitute default the loan recipient shall pay to the City the remaining balance of the loan, plus interest on the balance due at that time. Interest shall be computed at the rate of 4% per annum, simple interest

f. **Recipient Selection Criteria:** Funds will be reserved on a first come, first-qualified, first served basis until funds are depleted, with priority given to households with developmental disabilities, elderly, special needs and low income.

g. **Sponsor/Developer Selection Criteria:** The City of North Miami Community Planning & Development will administer this program. However, if the need for a sponsor should arise, the City will use a Request for Proposals process in accordance with Chapter 67-37.005 (6) (b) 7 of the Florida Administrative Code to select an eligible sponsor. Eligible persons, sponsors or other recipients of assistance under this program will be required to contractually commit and comply with all SHIP Program requirements.

h. **Additional Information:** All work will be performed by contractors on the city's approved contractor's list.

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a. **Summary of Strategy:** This strategy emphasizes affordable home ownership for first time home buyers, defined as an individual and/or his or her spouse who has not owned a house within the past three (3) years prior to assistance. Exceptions include an individual who is a single parent or disabled homemaker, who while a homemaker, owned a home with his or her spouse, or resided in a home owned by the spouse single parent or displaced with down payment assistance and/or closing cost.

b. **Fiscal Years Covered:** 2017-2018, 2018-2019 and 2019-2020

c. **Income Categories to be served:** Extremely Low, Very Low, Low, Moderate

d. Maximum award:	Extremely Low	\$25,000.00
	Very Low	\$25,000.00
	Low	\$25,000.00
	Moderate	\$25,000.00

e. **Terms:**

1. **Repayment loan/deferred loan/grant:** The SHIP funds are provided as a deferred loan. There are no monthly payment requirements associated with this loan. Recipients must execute an agreement and a Mortgage and Note that will be recorded in the public records of Miami Dade County.

2. **Interest Rate:** 0%

3. **Years in loan term:** 7 years



4. **Forgiveness:** The deferred loan will be forgiven on a prorated basis each year over a 7-year period, at the conclusion of which the debt will be considered satisfied.
 5. **Repayment:** All voluntary loan repayments to the program will be considered as Program Income.
 6. **Default:** If at any time during the 7-year period the property is sold, refinanced, rented or ceases to be owner-occupied, which does not constitute default the loan recipient shall pay to the City the remaining balance of the loan, plus interest on the balance due at that time. Interest shall be computed at the rate of 4% per annum, simple interest.
- f. **Recipient Selection Criteria:** Funds will be reserved on a first come, first-qualified, first served basis until funds are depleted, with priority given to households with developmental disabilities, elderly, special needs and low income.
- g. **Sponsor/Developer Selection Criteria:** The City of North Miami Community Planning & Development will administer this program. However, if the need for a sponsor should arise, the City will use a Request for Proposals process in accordance with Chapter 67-37.005 (6) (b) 7 of the Florida Administrative Code to select an eligible sponsor. Eligible persons, sponsors or other recipients of assistance under this program will be required to contractually commit and comply with all SHIP Program requirements.
- h. **Additional Information:** Applicants are required to complete a homebuyer education course. The course must be 6 to 8 hours and provide valuable information that will educate the buyer about the critical and delicate areas of owning a home. The course may be a one day group sitting or a series of one-on-one counseling, with a minimum of 6 hours. The course must cover money management, credit monitoring and tips on maintaining your home. The non-profit shall conduct or refer the applicant to a certified homebuyer or credit counseling program.

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- a. **Summary of Strategy:** This strategy emphasizes affordable home ownership for first time home buyers, defined as an individual and/or his or her spouse who has not owned a house within the past three (3) years prior, with assistance with down payment and closing cost. Exceptions include an individual who is a single parent or disabled homemaker, who while a homemaker, owned a home with his or her spouse, or resided in a home owned by the spouse single parent or displaced.
- b. **Fiscal Years Covered:** 2017-2018, 2018-2019 and 2019-2020



c. **Income Categories to be served:** Extremely Low, Very Low, Low, Moderate

d. Maximum award:	Extremely Low	\$30,000.00
	Very Low	\$30,000.00
	Low	\$30,000.00
	Moderate	\$30,000.00

e. **Terms:**

1. **Repayment loan/deferred loan/grant:** The SHIP funds are provided as a deferred loan. There are no monthly payment requirements associated with this loan. Recipients must execute an agreement and a Mortgage and Note that will be recorded in the public records of Miami Dade County.
2. **Interest Rate:** 0%
3. **Years in loan term:** 7 years
4. **Forgiveness:** The deferred loan will be forgiven on a prorated basis each year over a 7-year period, at the conclusion of which the debt will be considered satisfied.
5. **Repayment:** All voluntary loan repayments to the program will be considered as Program Income.
6. **Default:** If at any time during the 7-year period the property is sold, refinanced, rented or ceases to be owner-occupied, which does not constitute default the loan recipient shall pay to the City the remaining balance of the loan, plus interest on the balance due at that time. Interest shall be computed at the rate of 4% per annum, simple interest.

f. **Recipient Selection Criteria:** Funds will be reserved on a first come, first-qualified, first served basis until funds are depleted, with priority given to households with developmental disabilities, elderly, special needs and low income.

g. **Sponsor/Developer Selection Criteria:** The City of North Miami Community Planning & Development will administer this program. However, if the need for a sponsor should arise, the City will use a Request for Proposals process in accordance with Chapter 67-37.005 (6) (b) 7 of the Florida Administrative Code to select an eligible sponsor. Eligible persons, sponsors or other recipients of assistance under this program will be required to contractually commit and comply with all SHIP Program requirements.

h. **Additional Information:** Applicants are required to complete a homebuyer education course. The course must be 6 to 8 hours and provide valuable information that will educate the buyer about the critical and delicate areas of owning a home. The course may be a one day group sitting or a series of one-on-one counseling, with a minimum of 6 hours. The course must cover money management, credit monitoring and tips on maintaining your home. The non-profit shall conduct or refer the applicant to a certified homebuyer or credit counseling program.



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a. **Summary of Strategy:** This strategy provides assistance to households following a disaster as declared by Executive Order by the President of the United States or the Governor of the State of Florida. Disaster funds may be used for items such as, but not limited to, the following:

- 1) Purchase of emergency supplies for eligible households to weatherproof damaged homes;
- 2) Interim repairs to prevent further damage; tree and debris removal required to make the housing unit habitable;
- 3) Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
- 4) Other activities as proposed by the federal government, counties and eligible municipalities and approved by Florida Housing Finance Corporation

b. **Fiscal Years Covered:** 2017-2018, 2018-2019 and 2019-2020

c. **Income Categories to be served:** Extremely Low, Very Low, Low, Moderate

d. Maximum award:	Extremely Low	\$20,000.00
	Very Low	\$20,000.00
	Low	\$20,000.00
	Moderate	\$20,000.00

e. **Terms:**

1. Repayment loan/deferred loan/grant: Assistance up to \$5,000 will be in the form of a grant. Assistance above \$5,000 up to the maximum will be in the form of a 7-year, deferred loan. Grant recipients must execute an agreement only but loan recipients must execute an agreement and a Mortgage and Note that will be recorded in the public records of Miami Dade County.
2. Interest Rate: 0%
3. Years in loan term: 7 years
4. Forgiveness: The deferred loan will be forgiven on a prorated basis each year over a 7-year period, at the conclusion of which the debt will be considered satisfied.
5. Repayment: All voluntary loan repayments to the program will be considered as Program Income.
6. Default: If at any time during the 7-year period the property is sold, refinanced, rented or ceases to be owner-occupied, which does not constitute default, the recipient shall pay to the City the remaining balance with no



accrued interest.

- f. **Recipient Selection Criteria:** Funds will be reserved on a first come, first-qualified, first served basis until funds are depleted, with priority given to households with developmental disabilities, elderly, special needs and low income.
- g. **Sponsor/Developer Selection Criteria:** The City of North Miami Community Planning & Development will administer this program. However, if the need for a sponsor should arise, the City will use a Request for Proposals process in accordance with Chapter 67-37.005 (6) (b) 7 of the Florida Administrative Code to select an eligible sponsor. Eligible persons, sponsors or other recipients of assistance under this program will be required to contractually commit and comply with all SHIP Program requirements.
- h. **Additional Information:** This strategy will only be implemented in the event of a disaster using any funds that have not been encumbered or additional disaster funds that become available and issued by the Florida Housing Finance Corporation.

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- a. **Summary of Strategy:** This strategy will assist renters that are in need of a one-time payment with obtaining a lease on a rental unit and qualify under 420.9072 (10). This may include security deposits, utility deposits, and rent equal to no more than three (3) months' rent.
- b. **Fiscal Years Covered:** 2017-2018, 2018-2019 and 2019-2020
- c. **Income Categories to be served:** Very Low, Low
- d. **Maximum award:**

Very Low	\$5,000.00
Low	\$5,000.00
- e. **Terms:**
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A
- f. **Recipient Selection Criteria:** Funds will be reserved on a first come, first-qualified, first served basis until funds are depleted, with priority given to households with developmental disabilities, elderly, special needs and low income.
- g. **Sponsor/Developer Selection Criteria:** N/A

h. **Additional Information:** N/A

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. **Name of the Strategy: Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

Established policy and procedures: Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects. Through the City's Administrative Regulation #130-13 and the City's Comprehensive Plan Policy 2.3.5, an expedited permitting procedure has been implemented. The Community Planning and Development Department coordinates with the Building and Zoning Department to ensure applications to rehabilitate affordable housing units are processed expeditiously, and make available a staff person to serve as an intermediary between the contractor and the permit granting agencies should problems arise. All permits for housing rehabilitation activities funded under SHIP shall be given top priority and issued no later than three (3) working days after the filing. Permits for new construction shall be given top priority and issued no later than ten (10) working days after the final submittal to the City.

B. **Name of the Strategy: Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

Established policy and procedures: This incentive provides a process through which the City of North Miami can assess the impact of proposed policies, procedures and regulations on the cost of housing. Prior to adoption, any proposed policies, procedures and regulations deemed by the Community Planning and Development Department to have the potential for detrimentally impacting the provision of affordable housing in the City of North Miami, shall be referred to the Local Housing Advisory Committee for review and a recommendation to the City Council. Further, site plans and plats are reviewed to ensure that housing development is consistent with the City's Comprehensive Plan, the Code of Ordinances, and its Concurrency Management System. Reviews include assessments by the Community Planning and Development and Public Works Departments.

C. **Other Incentive Strategies Adopted:** In addition to Expedited Permitting and Ongoing Review Process (Oversight), the committee has discussed several other additions to the Local Housing Incentive Strategies. The additions being considered are: Density Flexibility, Accessory Dwelling Units, Reduction of Parking and Set-Back Requirements, Flexible Lot Configurations, and Encouraging Development around Transit-Oriented Hubs. The City of North Miami's Land Development Regulations (LDR) has been updated and adopted April 28, 2009, Resolution No. R-2009-57.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance). N/A
- G. Interlocal Agreement. N/A
- H. Other Documents Incorporated by Reference. Resolution

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A

LHAP 2009-001

Exhibit A

Revised: 6/2016

City of North Miami

Fiscal Year: 2016-2017	
Estimated Allocation for Calculating:	\$ 249,567.00
Salaries and Benefits	\$ 16,456.70
Office Supplies and Equipment	\$ 500.00
Travel Per diem Workshops, etc.	\$ 3,500.00
Advertising	\$ 2,000.00
Other-Training	\$ 1,000.00
Other-Postage	\$ 500.00
Other-Memberships	\$ 1,000.00
Total	\$ 24,956.70
Fiscal Year: 2017-2018	
Estimated Allocation for Calculating:	\$ 249,567.00
Salaries and Benefits	\$ 16,456.70
Office Supplies and Equipment	\$ 500.00
Travel Per diem Workshops, etc.	\$ 3,500.00
Advertising	\$ 2,000.00
Other-Training	\$ 1,000.00
Other-Postage	\$ 500.00
Other-Memberships	\$ 1,000.00
Total	\$ 24,956.70
Fiscal Year 2018-2019	
Estimated Allocation for Calculating:	\$ 249,567.00
Salaries and Benefits	\$ 16,456.70
Office Supplies and Equipment	\$ 500.00
Travel Per diem Workshops, etc.	\$ 3,500.00
Advertising	\$ 2,000.00
Other-Training	\$ 1,000.00
Other-Postage	\$ 500.00
Other-Memberships	\$ 1,000.00
Total	\$ 24,956.70

0.1

0.1

0.1

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A

Details:

**Exhibit B
Timeline for SHIP Expenditures**

City of North Miami affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	1 st Year AR	2 nd Year AR	Closeout AR
2017-2018	6/30/2019	6/30/2020	9/15/2018	9/15/2019	9/15/2020
2018-2019	6/30/2020	6/30/2021	9/15/2019	9/15/2020	9/15/2021
2019-2020	6/30/2021	6/30/2022	9/15/2020	9/15/2021	9/15/2022

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1 st Year AR Not Submitted	2 nd Year AR Not Submitted	Closeout AR Not Submitted
2017-2018	3/30/2019	3/30/2020	6/15/2018	6/15/2019	6/15/2020
2018-2019	3/30/2020	3/30/2021	6/15/2019	6/15/2020	6/15/2021
2019-2020	3/30/2021	3/30/2022	6/15/2020	6/15/2021	6/15/2022

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are due for each local government the same year as the local government's LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2017-2018

Please check applicable box

New Plan: X

Amendment:

Fiscal Yr. Closeout:

City of North Miami

Name of Local Government:

Strategy # From Plan Text	Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
1	3	Owner-Occupied Rehabilitation		\$25,000								\$0.00	#DIV/0!	0
2	2	Purchase Assistance w/o Rehab		\$25,000								\$0.00	#DIV/0!	0
3	1	Purchase Assistance with Rehab		\$30,000								\$0.00	#DIV/0!	0
4	5	Disaster Mitigation		\$20,000								\$0.00	#DIV/0!	0
		Subtotal 1 (Home Ownership)	0		0			\$0.00		\$0.00		\$0.00	#DIV/0!	0
		RENTAL STRATEGIES												
5	13	Rental Assistance		\$5,000								\$0.00	#DIV/0!	0
		Subtotal 2 (Non-Home Ownership)	0		0			\$0.00		\$0.00		\$0.00	#DIV/0!	0
		Admin. From Program Income												
		Home Ownership Counseling												
		GRAND TOTAL												
		Add Subtotals 1 & 2, plus all Admin. & HO Counseling												
		Percentage Construction/Rehab												
		Maximum Allowable												
		Purchase Price:												
		Allocation Breakdown												
		Very-Low Income												
		Low Income												
		Moderate Income												
		TOTAL												

Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.

New

Existing

Max Amount Program Income For Admin

Projected Program Income:

Projected Recaptured Funds:

Total Available Funds:

Distribution:

Total Available Funds:

%

#DIV/0!

**FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2018-2019**

Please check applicable box

New Plan: _____
Amendment: _____
Fiscal Yr. Closeout: _____

Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	MI Units	Estimated Funds:			E Total Percentage	F Total Units
									A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars		
3	Owner-Occupied Rehabilitation		\$25,000							\$0.00		#DIV/0!	0
2	Purchase Assistance w/o Rehab		\$25,000							\$0.00		#DIV/0!	0
1	Purchase Assistance with Rehab		\$30,000							\$0.00		#DIV/0!	0
5	Disaster Mitigation		\$20,000							\$0.00		#DIV/0!	0
	Subtotal 1 (Home Ownership)	0		0		0				\$0.00	\$0.00	#DIV/0!	0
	RENTAL STRATEGIES												
13	Rental Assistance		\$5,000									#DIV/0!	0
	Subtotal 2 (Non-Home Ownership)	0		0		0				\$0.00	\$0.00	#DIV/0!	0
	Administration Fees											#DIV/0!	0
	Admin. From Program Income											#DIV/0!	0
	Home Ownership Counseling											#DIV/0!	0
	GRAND TOTAL	0		0		0				\$0.00	\$0.00	#DIV/0!	0
	Add Subtotals 1 & 2, plus all Ad												
	Percentage Construction/Re												
	Maximum Allowable Purchase Price:												
	Allocation Breakdown		Amount										
	Very-Low Income												
	Low Income												
	Moderate Income												
	TOTAL												

Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.

New Existing

Projected Program Income:	
Projected Recaptured Funds:	
Distribution:	
Total Available Funds:	\$0.00
Max Amount Program Income For Adm	\$0.00

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of North Miami

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).



Witness



Chief Elected Official or designee



Witness

Larry M. Spring, Jr., CPA, City Manager

12/12/16

Date

OR

Attest:
(Seal)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, ADOPTING THE LOCAL HOUSING ASSISTANCE PLAN (LHAP) AS REQUIRED BY THE WILLIAM E. SADOWSKI AFFORDABLE HOUSING ACT OF 1992 AND THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) ACT, FOR FISCAL YEARS 2017-2018, 2018-2019, AND 2019-2020; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE AND SUBMIT THE LOCAL HOUSING ASSISTANCE PLAN AND ANY OTHER NECESSARY DOCUMENTS TO THE FLORIDA HOUSING FINANCE CORPORATION FOR ITS REVIEW AND APPROVAL, AS REQUIRED BY FLORIDA LAW; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Session Laws, allocating a portion of documentary stamp taxes on deeds to local governments, for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership Act ("SHIP") under Sections 420.907-420.9079, Florida Statutes, and Rule 67-37, Florida Administrative Code, require local governments to develop a one to three-year Local Housing Assistance Plan ("LHAP") outlining how funds will be used for housing programs; and

WHEREAS, Florida law also requires the LHAP to be an element of the City of North Miami ("City") SHIP program; and

WHEREAS, SHIP further requires the City to establish an average area purchase price for new and existing housing benefiting from SHIP awards, using the methodology and purchase prices found in the LHAP; and

WHEREAS, the Planning Commission, after a duly noticed public hearing held on January 3, 2017, reviewed the proposed LHAP and recommended approval to the Mayor and City Council; and

WHEREAS, the Mayor and City Council of the City of North Miami, find the proposed LHAP for Fiscal Years 2017-2018, 2018-2019, and 2019-2020, to be in the best interests of the City and accordingly, accept the Planning Commission's recommendation for approval.

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

Section 1. Approval of Plan. The Mayor and City Council of the City of North Miami, Florida, hereby adopt the Local Housing Assistance Plan (LHAP) as required by the William E. Sadowski Affordable Housing Act of 1992 and the State Housing Initiatives Partnership (SHIP) Act, for fiscal years 2017-2018, 2018-2019, and 2019-2020, attached hereto as "Exhibit A".

Section 2. Authority of City Manager and City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to execute and submit the Local Housing Assistance Plan and any other necessary documents to the Florida Housing Finance Corporation for its review and approval, as required by Florida Law.

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

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____, 2017.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

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

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)

RESOLUTION NO. 2015-R-90

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING AN AMENDMENT TO THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM'S LOCAL HOUSING ASSISTANCE PLAN (LHAP), TO INCREASE THE MAXIMUM AMOUNT ALLOCATED TO ADMINISTRATIVE COSTS INCURRED BY THE CITY OF NORTH MIAMI FROM THREE (3) PERCENT TO TEN (10) PERCENT, IN ACCORDANCE WITH SECTION 420.9075(7), FLORIDA STATUTES (2015) AND RULE-CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT ALL NECESSARY DOCUMENTS AND CERTIFICATIONS TO EFFECTUATE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Session Laws, allocating a portion of documentary stamp taxes on deeds to local governments, for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership Act ("SHIP"), Sections 420.907-420.9079, Florida Statutes, and Rule-Chapter 67-37, Florida Administrative Code, requires local governments to develop a one to three-year Local Housing Assistance Plan ("LHAP") outlining how funds will be used and to adopt any amendments to the LHAP that may include new strategies in the program; and

WHEREAS, on May 27, 2014, the City of North Miami ("City") passed Resolution No. 2014-R-46, adopting the LHAP for fiscal years 2014-2015, 2015-2016 and 2016-2017, as part of the City's compliance and operation of the SHIP program as required by the State of Florida; and

WHEREAS, the LHAP currently allows for a maximum allocation of three (3) percent of funds to cover administrative costs incurred by the City in administering the program; and

WHEREAS, Section 420.9075(7), Florida Statutes (2015), allows eligible municipalities receiving a local housing distribution of up to Three Hundred Fifty Thousand Dollars (\$350,000.00), to use up to ten (10) percent of program income for administrative costs; and

WHEREAS, City administration respectfully requests authorization to amend the LHAP, in order to increase the percentage allocation to adequately cover the administrative costs incurred by the City in administering the program; and

WHEREAS, the Mayor and City Council find it in the best interest of the City to amend the LHAP, in accordance with Section 420.9075(7), Florida Statutes (2015), limiting the City's exposure of covering administrative costs incurred in the administration of the program.

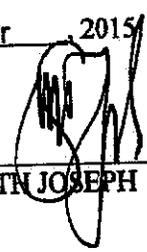
NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Approval of Increase. The Mayor and City Council of the City of North Miami, Florida, hereby approve an amendment to the State Housing Initiatives Partnership (SHIP) Program's Local Housing Assistance Plan (LHAP), to increase the maximum amount allocated to administrative costs incurred by the City of North Miami from three (3) percent to ten (10) percent, in accordance with Section 420.9075(7), Florida Statutes (2015) and Rule-Chapter 67-37, Florida Administrative Code.

Section 2. Authority of City Manager. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute and submit all necessary documents and certifications to effectuate the amendment.

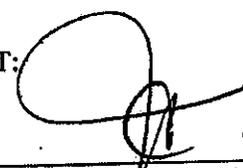
Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 21st day of September, 2015.



DR. SMITH JOSEPH
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Desulme

Seconded by: Galvin

Vote:

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

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

The 2016 Florida Statutes

Title XXIX
PUBLIC HEALTH

Chapter 393
DEVELOPMENTAL DISABILITIES

[View Entire Chapter](#)

CHAPTER 393
DEVELOPMENTAL DISABILITIES

- 393.002 Transfer of Florida Developmental Disabilities Council as formerly created in this chapter to private nonprofit corporation.
- 393.062 Legislative findings and declaration of intent.
- 393.063 Definitions.
- 393.064 Prevention.
- 393.065 Application and eligibility determination.
- 393.0651 Family or individual support plan.
- 393.0654 Direct service providers; private sector services.
- 393.0655 Screening of direct service providers.
- 393.0657 Persons not required to be refingerprinted or rescreened.
- 393.066 Community services and treatment.
- 393.0661 Home and community-based services delivery system; comprehensive redesign.
- 393.0662 Individual budgets for delivery of home and community-based services; iBudget system established.
- 393.067 Facility licensure.
- 393.0673 Denial, suspension, or revocation of license; moratorium on admissions; administrative fines; procedures.
- 393.0674 Penalties.
- 393.0675 Injunctive proceedings authorized.
- 393.0678 Receivership proceedings.
- 393.0679 Utilization review.
- 393.068 Family care program.
- 393.0695 Provision of in-home subsidies.
- 393.071 Client fees.
- 393.075 General liability coverage.
- 393.11 Involuntary admission to residential services.
- 393.115 Discharge.
- 393.12 Capacity; appointment of guardian advocate.

- 393.122 Applications for continued residential services.
- 393.125 Hearing rights.
- 393.13 Treatment of persons with developmental disabilities.
- 393.135 Sexual misconduct prohibited; reporting required; penalties.
- 393.15 Legislative intent; Community Resources Development Loan Program.
- 393.17 Behavioral programs; certification of behavior analysts.
- 393.18 Comprehensive transitional education program.
- 393.23 Developmental disabilities centers; trust accounts.
- 393.501 Rulemaking.
- 393.502 Family care councils.
- 393.506 Administration of medication.

As listed on:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0300-0399/0393/0393.html