



NORTH MIAMI PLANNING COMMISSION AGENDA
Tuesday, January 5, 2016 7:00PM
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 1, 2015

III. COMMUNICATIONS: None

IV. CONTINUED PUBLIC HEARINGS:

PC 22-15: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE 18, 234-SQUARE FEET PARCEL LOCATED AT 821 N.E. 144TH STREET, NORTH MIAMI, FL 33161, WITH MIAMI-DADE FOLIO NUMBER: 06-2219-006-0380, IN ACCORDANCE WITH ARTICLE 3, DIVISION 8, 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, IN ORDER TO SUBDIVIDE SAID PARCEL INTO TWO (2) INDIVIDUALLY PLATTED SINGLE-FAMILY LOTS MEASURING 66 FEET X 138 FEET EACH; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

- 1. Staff Report
- 2. Commission Action

V. PUBLIC HEARINGS:

PC 01-16: ~~**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A CAMPUS DEVELOPMENT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES; AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE NEGOTIATIONS PERTAINING TO THE SALE AND CONVEYANCE OF THE CITY'S EXISTING ONSITE SEWER SYSTEM TO FLORIDA INTERNATIONAL UNIVERSITY AND ESTABLISH GUIDELINES FOR THE CONTINUED OWNERSHIP, INSTALLATION, OPERATION AND MAINTENANCE OF SAID FACILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**~~

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 (2015); 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.



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FROM PAGE 15ND

CALENDAR

universe with the Museum's new portable planetarium. Watch the new film "Star Wars: The Force Awakens." Rated PG-13. Dec. 21-Dec. 24 9 a.m.-5 p.m. \$55; \$50 members Museum of Discovery and Science 401 S.W. Second St., Fort Lauderdale.

Margarita Cano's Explorations Margarita Cano worked at the Miami-Dade Public Library as a Community Relations and Art Services Coordinator. In 1993, she started painting full-time and creating one-of-a-kind artist books. Dec. 21-Dec. 26 10 a.m.-6 p.m. Free Miami-Dade Public Library - Main Library 101 W. Flagler St., Miami.

Miami Jazz Jam, Theatre de Underground, and Green Room Sessions Enjoy an evening of music, comedy, poetry and art. Dec. 21 9 p.m. \$5; free for 21 and over Churchill's Pub 5501 N.E. Second Ave., Miami.

Synagogue Tours at Temple Emanu-El Temple Emanu-El is a historic congregation on Miami Beach. Discover its impressive and eclectic Byzantine and Moorish architecture, making this synagogue one of the most beautiful in America. Public tours are on Mondays and Wednesdays. You can also schedule a private tour by calling the office. Dec. 21, Dec. 23 1:30 p.m. \$5 Temple Emanu-El 1701

Washington Ave., Miami Beach.

Teens Achieving Great Success (T.A.G.S) T.A.G.S. offer community service opportunities, social and cultural themed events, guest speakers, homework assistance, and leadership and team building activities.

A Program Participation Waiver must be completed by a parent/guardian. Dec. 21-Dec. 25 4 p.m.-7:30 p.m. Joe Celestin Community Center 1525 NW 135 St., North Miami.

Tuesday, Dec. 22

Alma de Tango Argentine tango and milonga classes each week. Advanced at 8 pm, beginners' class at 9 pm and milonga at 10 pm. Dec. 22 8 p.m. \$20 www.facebook.com/almadetango Biltmore Hotel 1200 Anastasia Ave., Coral Gables.



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For more than 31 years, the Miami Herald Holiday Wish Book has profiled some of South Florida's neediest individuals and families, as nominated by their social services case workers - children, the elderly, the hungry and the ailing. Please help grant a wish today.

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or in honor of _____

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**To donate online, visit miamiherald.com/wishbook or text WISH to 41444
 For more information, please call 305-376-2906.**



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**NORTH BAY VILLAGE
INVITATION TO BID**

**SANITARY SEWER REHABILITATION PROGRAM
NORTH BAY VILLAGE**

BID NO. NBV 2015-001

Public Notice is hereby given that North Bay Village, Florida is soliciting bids from experienced and qualified vendors for the furnishing of all materials, labor, equipment and supplies necessary for North Bay Village Sanitary Sewer Rehabilitation Program, including necessary appurtenances and all in accordance with the project specifications.

Sealed Responses clearly labeled with the BID title and number must be received by mail or hand delivered on or before January 29, 2016, no later than 4:00 p.m. local time, at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

All bids must be submitted as a Total Bid Amount with associated Contract Unit Pricing per the Proposal Form. Bid Security in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Instructions to Bidders.

Respondents must submit an original bound package, one unbound copy, five (5) bound additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposals Document may be obtained at DemandStar by Onvia at www.demandstar.com, at the www.nbvillage.com; at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 A.M. to 4:00 P.M., Monday through Friday, or by emailing yvonne.hamilton@nbvillage.com.

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of this BID including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this BID at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this BID are prohibited.

Yvonne P. Hamilton, CMC
Village Clerk
(December 16, 2015)

MINUTES
 NORTH MIAMI PLANNING COMMISSION
 7:00 P.M.
 Tuesday, December 1, 2015
 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 | ✓ | | |
| 2. | Vice Chair Charles Ernst | ✓ | | |
| 3. | Commissioner Kenny Each | ✓ | | |
| 4. | Commissioner Jason James | ✓ | | |
| 5. | Commissioner Emmanuel Jeanty | ✓ | | |
| 6. | Commissioner Peggy Boule | ✓ | | |
| 7. | Commissioner Bob Pechon | ✓ | | |
| <i>Alternative Members:</i> | | | | |
| 8. | Commissioner Michael McDearmaid | | | |
| 9. | Commissioner Mary C. Estime-Irvin | | | |

Staff was represented by:

Nixon Lebrun, City Planner
 Roland Galdos, Interim City Attorney
 Dunia Sanzetenea, Information Technology
 Katrina Lunan-Gordon, Board Secretary
 Marie-Frantz Jean-Pharuns, Housing Manager
 Andrew Dixon, Zoning Administrator

I. Assembly and Organization: None

II. Approval of Minutes:

- a. The minutes of November 3, 2015 was motioned for approval by Commissioner Pechon and seconded by Commissioner Jeanty. Passed 5-0.

III. Communications:

- a. Staff Member, Nixon Lebrun, City Planner exhibited the Historic Designation of Irons Manor Fountain located at the intersection of W Dixie Highway, NE 132 Street and NE 9 Avenue in the City of North Miami.

IV. Continued Public Hearings: None

V. Public Hearings:

PC 19-15: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT, IN SUBSTANTIALLY THE ATTACHED FORM, TRANSFERRING FIVE (5) FLOATING RESIDENTIAL UNITS FROM THE NEIGHBORHOOD REDEVELOPMENT OVERLAY (NRO) DISTRICT SECONDARY RESIDENTIAL POOL OF NINE HUNDRED AND 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 N.E. 5TH AVENUE AND 509 N.E. 121ST STREET AND WITH THE FOLLOWING FOLIO NUMBERS: 06-2230-031-0150 & 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.

The item was introduced by Vice Chair Charles Ernst. Staff report was given by Mr. Lebrun, City Planner and the Public Hearing was opened.

Public Hearing:

Applicant's Attorney, Frank Wolland discussed the potential project that could be initiated in the City of North Miami based on the display presented of past projects done by the Principals of the potential project. He continued to state that the project will incur the Gold Seal from the U.S. Green Building Council, however the potential project will acquire LEED/green initiatives in reference to the sustainable elements stated in the staff report.

Commission Discussion:

Commissioner Pechon questioned compliancy pertaining to the Transition Zone, which the applicant adheres to.

Let the record show that Commissioner Boule and Chair Seifried has joined the meeting.

Commissioner James questioned the LEED Certification stated in the staff report. Attorney, Frank Wolland confirmed that they will be acquiring many elements of a LEED building. Commissioner James expressed that the "wording" depicted in the report could be misinterpreted for this and all future potential projects. He recommends staff to amend the report immensely. City Attorney, Roland Galdos suggested to strike language from Exhibit 1 "Conditional Use Permit for 5th Avenue Development LLC" to gain amendable applications moving forward.

Commissioner Each questioned the square footage of each dwelling unit and the parking to be encountered.

Commissioner Each made a motion to recommend adoption of the resolution to be forwarded to the City Council with revisions to be amended. The amendment will reflect the extraction of said language from Exhibit 1 “Conditional Use Permit for 5th Avenue Development LLC” page two (2) number four (4) titled “Green Building & Sustainability” and page three (3) number eight (8) titled “Certificate of Occupancy”. Commissioner Boule seconded the motion and as such the proposed resolution was approved unanimously 7-0.

PC 21-15: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE AWARD OF FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO NOT-FOR-PROFIT COMMUNITY BASED ORGANIZATIONS (CBOs); AND PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The item was introduced by the Chair Kevin Seifried. Staff report was given by Ms. Jean-Pharuns, Housing Manager and the Public Hearing was opened.

Public Hearing:

Representatives from Community-Base Organizations (CBOs) presented to the Planning Commission. Each presenter submitted proposals to the city for Community Development Block Grant (CDBG) funding and as such brief presentations were given by the following organizations:

1. Sant La, Haitian Neighborhood Center, Inc.
2. Sant La, Haitian Neighborhood Center, Inc. (YOUTH)
3. Holy Cross Lutheran School
4. Prosperity Social and Community Development Group, Inc.
5. North Miami Foundation for Senior Citizens’ Services, Inc.
6. The Irving Thomas Elite Basketball Academy
7. Ladies of Valor Empowerment
8. Experts Resource and Community Center, Inc.
9. Florida Immigrant Coalition (FLIC)
10. Russell Life Skills and Reading Foundation (RLSARF)
11. Police Athletic League of North Miami

Resident, Michael McDearmaid commented on all the CBOs who presented and gave great recognition to the Police Athletic League of North Miami and the North Miami Foundation for Senior Citizens’ Services, Inc.

Commission Discussion:

Commissioner Pechon hereafter enquired the Ladies of Valor Empowerment.

Commissioner Boule hereafter enquired Sant La, Haitian Neighborhood Center, Inc. (YOUTH), Holy Cross Lutheran School, Prosperity Social and Community Development Group, Inc., the Irving Thomas Elite Basketball Academy and Russell Life Skills and Reading Foundation. She

formally disclosed that she graduated from a class provided by Experts Resource and Community Center, Inc.

Vice Chair Ernst hereafter enquired Holy Cross Lutheran School and the Irving Thomas Elite Basketball Academy.

Commissioner Jeanty hereafter enquired the Ladies of Valor Empowerment and commended the Experts Resource and Community Center, Inc. and the Police Athletic League of North Miami.

Commissioner Each commended the CBOs with great recognition to the Police Athletic League of North Miami.

Commissioner Each made a motion to recommend adoption of the resolution to be forwarded to the City Council. Vice Chair Ernst seconded the motion and as such the proposed resolution was approved unanimously 7-0.

PC 21-15: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE 132.13' X 138' PARCEL LOCATED AT 821 N.E. 144TH STREET, NORTH MIAMI, FL 33161, WITH MIAMI-DADE FOLIO NUMBER: 06-2219-006-0380, IN ACCORDANCE WITH ARTICLE 3, DIVISION 8, 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, IN ORDER TO SUBDIVIDE SAID PARCEL INTO TWO (2) INDIVIDUALLY PLATTED SINGLE-FAMILY LOTS MEASURING 66 FEET X 138 FEET EACH; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The item was introduced by the Chair Kevin Seifried. Staff report was given by Mr. Lebrun, City Planner and the Public Hearing was opened.

Public Hearing: None

Commission Discussion:

Chair Seifried made a motion to continue the item to the next Planning Commission meeting dated January 5, 2015. Vice Chair Ernst seconded the motion and as such the proposed resolution was tabled 7-0.

— — —

The next meeting was scheduled for January 5, 2016.

VI. COMMITTEE REPORTS:

VI. OLD BUSINESS: None

VII. NEW BUSINESS: None

The meeting was adjourned at pm.

VIII. ADJOURNMENT

Respectfully submitted:

Attest:

Kevin Seifried, Chair
Planning Commission

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

Prepared by:

Katrina Lunan-Gordon, Board Secretary
Community Planning & Development

Date: January 5th, 2016

To: Honorable Members of the Planning Commission

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

Re: Waiver of Plat Approval – SMS Distribution, Inc. @ 821 N.E. 144th Street

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE 18, 234-SQUARE FEET PARCEL LOCATED AT 821 N.E. 144TH STREET, NORTH MIAMI, FL 33161, WITH MIAMI-DADE FOLIO NUMBER: 06-2219-006-0380, IN ACCORDANCE WITH ARTICLE 3, DIVISION 8, 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, IN ORDER TO SUBDIVIDE SAID PARCEL INTO TWO (2) INDIVIDUALLY PLATTED SINGLE-FAMILY LOTS MEASURING 66 FEET X 138 FEET EACH; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

STAFF RECOMMENDATION

That the Planning Commission recommends approval of the proposed resolution approving with conditions the proposed waiver of plat to subdivide the property located at 821 N.E. 144th Street into two (2) individually platted single-family lots, and forward said resolution to the Mayor and City Council for final consideration.

BACKGROUND INFORMATION

SMS Distribution, Inc., (the “Applicant”) is the owner on record of the subject 18, 234-sq. ft. tract of land (the “parent tract”) located at 821 N.E. 144th Street. The Applicant has filed this waiver of application in order to subdivide the parent tract into two (2) single-family parcels; said parcels to independently satisfy the minimum dimensional requirements, i.e. minimum lot area (6,000 sq. ft.), minimum lot width (60 ft.) and minimum lot depth (100 ft.), as contained in Article 4, Division 2, Section 4-203 of the City’s Land Development Regulations (LDRs) for parcels of land located in the R-2, Single-Family District. The westerly parcel (“Parcel A”), which currently undeveloped, will cover an area of about 8,981 sq. ft. and is proposed to be developed with a new single-family residence. The easterly parcel (“Parcel B”), which is to comprise about of 9,253 sq. ft., is currently developed with a single-family house, which, according to the records of the Miami-Dade County Appraiser’s Office, was built in 1946, and feature three bedrooms and two (2) bathrooms. According to the submitted waiver of plat survey, this house also include an attached carport that straddles the lot line between the two (2) proposed parcels. As such, the Applicant is proposed to not only remodel the existing house, but

more importantly, tear down the encroaching carport so the former can then fully comply with the requirements of Section 4-203 of the LDRs, especially as they relate to setback requirements.

PUBLIC HEARING HISTORY

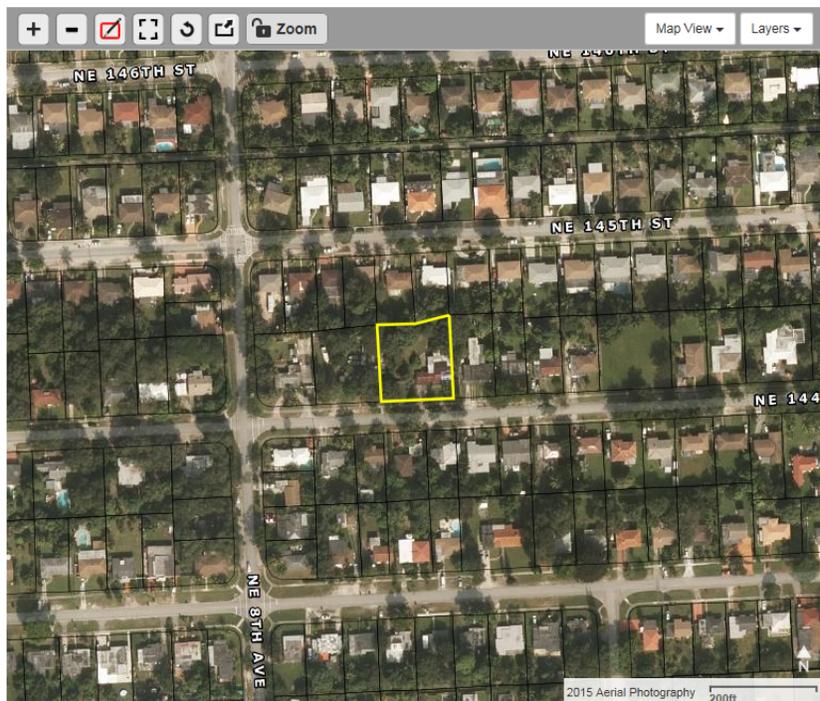
The Planning Commission first reviewed this item at its December 1st, 2015 meeting, but, was subsequently scheduled for a date certain, as the Applicant or any duly appointed agent was present to answer the questions of the Commissioners.

NEIGHBORHOOD LAND USE CHARACTERISTICS

| Property | Future Land Use | Existing Zoning | Existing Use |
|----------|-------------------------|-----------------------------|---------------------|
| Site | Low-Density Residential | R-2, Single-Family District | Single-Family House |
| North | Low-Density Residential | R-2, Single-Family District | Single-Family House |
| South | Low-Density Residential | R-2, Single-Family District | Single-Family House |
| East | Low-Density Residential | R-2, Single-Family District | Single-Family House |
| West | Low-Density Residential | R-2, Single-Family District | Single-Family House |

As shown in the aerial picture below, the subject site is zoned R-2, Single-Family District and is located on the north side of N.E. 144th Street, east of N.E. 8th Avenue. The surrounding properties are also zoned R-2 and have all been developed with single-family residences.

| PROPERTY INFORMATION | |
|----------------------|---|
| Folio: | 06-2219-006-0380 |
| Sub-Division: | SUNNY ACRES |
| Property Address | 821 NE 144 ST North Miami, FL 33161-2333 |
| Owner | SMS DISTRIBUTION INC |
| Mailing Address | 388 E DANIA BEACH BLVD 307 DANIA BEACH, FL 33004 |
| Primary Zone | 0400 SGL FAMILY - 901-1200 SQF |
| Primary Land Use | 0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT |
| Beds / Baths / Half | 3 / 2 / 0 |
| Floors | 1 |
| Living Units | 1 |
| Actual Area | 2,741 Sq.Ft |
| Living Area | 1,905 Sq.Ft |
| Adjusted Area | 2,260 Sq.Ft |
| Lot Size | 18,233.94 Sq.Ft |
| Year Built | 1946 |



RECOMMENDATION

As previously stated, the purpose of this waiver of plat request is to divide the subject property into two (2) separate parcels. This request will not require any changes to the Comprehensive Plan in that it does not change the Low-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. Furthermore, each parcel will independently satisfy all of the minimum dimensional requirements, i.e., lot area, lot width and lot depth, as set forth in Article 4, Division 2, Section 4-203 of the City's LDRs for properties located in the R-2, Single-Family District. No amendment to either the text of the LDRs or the adopted Zoning Map will therefore be required.

Outside Agencies: Before submitting the waiver of plat request, the surveyor retained by the applicant sent the proposed waiver of plat survey to utility companies, i.e., Florida Power and Light Company (FPL), AT&T, Comcast, and TECO People's Gas for their review and comments. Letters of no objection were received from all such utility companies and are attached to this report.

City Staff Comments: The Community Planning and Development Department (the "Department") reviewed the proposed waiver of plat request and found it to be consistent with the goals, policies and objectives of the City's Comprehensive Plan, and to be in keeping with the purpose and intent of the LDRs, as they relate to dimensional and concurrency requirements. Subsequently, the waiver of plat was sent to other City Departments to garner input, particularly Public Works Department to anticipate the impacts on Water and Sewer services. The waiver of plat has met with the approval of these other Departments.

In addition to City Staff's comments, peer review comments were also solicited from the City's contracting surveying company, Craven Thompson & Associates. These comments, which are enclosed in this staff report, have been shared with and have, for the most part, been addressed by the Applicant's surveyor. Any remaining outstanding comments at the date of this writing will be addressed prior to the City Council's consideration of this waiver of plat request.

In light of these findings, staff is of the opinion that the 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 waiver of plat, and subsequently forward the resolution to the City Council for final consideration, subject to the following conditions:

1. *Peer Review Comments.* The applicant shall address any remaining outstanding comments issued by the City's contracting surveying company, Craven Thompson & Associates before the item can be placed on the City Council agenda for final consideration of the resolution.

2. *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 or County's Plat Committee, along with copies of the survey;
3. *Waiver of Plat Modification after approval.* Upon approval by the County's Plat Committee and prior to recordation, no changes, erasures, modifications or revisions shall be made to the approved plat unless resubmitted for new approval provided, however, that the City may, after public hearing and based only upon a recommendation of the County's Plat Division, change, modify or revise dedicated road rights-of-way or drainage easements; and
4. *Folio Numbers.* Upon recordation of the approved waiver of plat and City resolution with the County Clerk, new folio numbers shall be requested from the Miami-Dade County Property Appraiser's Office.

NL/ tws

Attachments:

1. Proposed Resolution
2. Waiver of Plat Application – 821 N.E. 144th Street
3. Exhibit 1 – “Waiver of Plat Boundary ”
4. Letters of No Objection from Comcast, FPL and TECO

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE ATTACHED WAIVER OF PLAT FOR THE 18, 234-SQUARE FEET PARCEL LOCATED AT 821 N.E. 144TH STREET, NORTH MIAMI, FL 33161, WITH MIAMI-DADE FOLIO NUMBER: 06-2219-006-0380, IN ACCORDANCE WITH ARTICLE 3, DIVISION 8, 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, IN ORDER TO SUBDIVIDE SAID PARCEL INTO TWO (2) INDIVIDUALLY PLATTED SINGLE-FAMILY LOTS MEASURING 66 FEET BY 138 FEET EACH; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the applicant, SMS Distribution, Inc., (“Applicant”) proposes to subdivide the parent tract into two (2) single-family lots with the intent of building a new single family residence on the proposed westerly lot (Lot A), which is currently undeveloped, and remodeling and bringing into code compliance the existing single-family sitting on the proposed easterly lot (Lot B); and

WHEREAS, the property is approximately 3.9 acres in size and is generally located on the east side of N.E. 13th Place approximately 1,000 feet north of N.E 119th Street (“Subject Property”) with each of the two (2) subdivided parcels, to independently satisfy all of the minimum dimensional requirements required under Section 4-203 of the North Miami Code of Ordinances, Land Development Regulations (“LDRs”); and

WHEREAS, the Applicant seeks to obtain a waiver plat for the subdivision of the Subject Property pursuant to Article 3, Division 8, Section 3-802 LDRs and Chapter 28 of the Miami-Dade County Code of Ordinances (“County Code”); and

WHEREAS, the County Code requires the City to approve the proposed Waiver of Plat pursuant to the requirements of Section 3-802, LDRs, and Section 28-7 (B), County Code; and

WHEREAS, the North Miami Planning Commission (“Planning Commission”) is required to review the proposed Waiver of Plat at a regularly scheduled public hearing, to ensure that it conforms with the requirements of the LDRs and the North Miami Comprehensive Plan (“Comprehensive Plan”); and

WHEREAS, on December 1, 2015, the Planning Commission conducted its review at a duly noticed public meeting and found that the Applicant’s proposed Waiver of Plat, conforms with the LDRs and Comprehensive Plan; and thereby recommended approval to the Mayor and City Council; and

WHEREAS, the Mayor and City Council find that the approval of the Waiver of Plat, as proposed by the Applicant and approved by the Planning Commission, is consistent with the LDRs, the Comprehensive Plan, and does not adversely affect the public health, safety, and general welfare.

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

Section 1. **Approval of Waiver of Plat.** The Mayor and City Council of the City of North Miami, Florida, hereby approve a Waiver of Plat (attached hereto as “Exhibit 1”) for the 132.13 feet by 138 feet parcel located at 821 N.E. 144TH Street, North Miami, FL 33161, with Miami-Dade Folio Number: 06-2219-006-0380, in accordance with Article 3, Division 8, 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, in order to subdivide said parcel into two (2) individually platted single-family lots measuring 66 feet by 138 feet each.

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 _____, 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: _____

Seconded by: _____

Vote:

| | | |
|-------------------------------------|-------------|------------|
| Mayor Smith Joseph, D.O., Pharm. D. | _____ (Yes) | _____ (No) |
| Vice Mayor Carol Keys, Esq. | _____ (Yes) | _____ (No) |
| Councilman Scott Galvin | _____ (Yes) | _____ (No) |
| Councilman Philippe Bien-Aime | _____ (Yes) | _____ (No) |
| Councilman Alix Desulme | _____ (Yes) | _____ (No) |

DEVELOPMENT REVIEW APPLICATION

Application #: PPWA1-2015-00002
 Project Name: East Coast Real Estate Development Group - Waiver of 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).

| | | |
|---|--|---|
| <input type="checkbox"/> Abandonment/Vacation of Right-of-Way or Easement <input type="checkbox"/> Annexation <input type="checkbox"/> Amendment to Text of LDR <input type="checkbox"/> Comprehensive Plan Determination Letter <input type="checkbox"/> Comprehensive Plan Text Amendment <input type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Conditional Use Permit Amendment <input type="checkbox"/> Conditional Use Permit Master Plan Development/ Non Residential | <input type="checkbox"/> Conditional Use Permit Master Plan Development / Residential <input type="checkbox"/> Development Agreement <input type="checkbox"/> Development of Regional Impact - Review <input type="checkbox"/> Development of Regional Impact - Notice of Proposed Change (NOPC) <input type="checkbox"/> Land Use Plan Amendment - Map <input type="checkbox"/> Land Use Plan Amendment - Comprehensive Plan Text Amendment <input type="checkbox"/> Rezoning/ Zoning Map Amendment | <input type="checkbox"/> Plat - Tentative Plat <input type="checkbox"/> Plat - Final Plat <input checked="" type="checkbox"/> Plat - Waiver of Plat <input type="checkbox"/> School Concurrency Review <input type="checkbox"/> Traffic Impact Analysis Review <input type="checkbox"/> Transfer of NRO Units <input type="checkbox"/> Finding of Consistency for Non-conformity Other _____ |
|---|--|---|

DEVELOPMENT/PROJECT ADDRESS OR LOCATION:
821 NE 144 ST, North Miami, FL 33161-2333

Legal Description (attach separate sheet if necessary):
See Attached Sheet

All Tax ID Folio Numbers:
06-2219-006-0380

Project Narrative (Brief description)(Please attach Letter of Intent as a separate sheet)
See Attached Sheet

| | |
|---|---|
| Residential Use(s)/Unit Type(s): <u>(1) Existing Single Family Structure</u> | Site Area (sq. ft. & acres): <u>18,233.94 SF / 0.4186 Acres</u> |
| Number of Residential Units: <u>(1) Existing Unit</u> | Existing Zoning Designation(s): <u>R-2</u> |
| Non-Residential Use(s) (Type & sq. ft.): <u>N/A</u> | Proposed Zoning Designation(s): <u>R-2</u> |
| Current Use(s) of Property: <u>Residential Use</u> | Existing Land Use Designation(s): <u>0101 Residential - Single Family</u> |
| Proposed Use(s) of Property: <u>Residential Use</u> | Proposed Land Use Designation(s): <u>0101 Residential - Single Family</u> |
| Is the property platted? <u>Yes</u> | Will the plat be affected by this application? If yes, please explain. <u>Yes, requesting to divide into two parcels.</u> |
| OR Book & Page: <u>Book 29387, Page 3222</u> | Is the property the subject of Code Enforcement Action? If yes, Code Enforcement Case No.: <u>No</u> |
| Plat Name: <u>Sunny Acres PB 42-93</u> | |
| Is the property an existing legal lot of record? If No, please explain. <u>Yes</u> | |

PROPERTY OWNER / APPLICANT / AGENT INFORMATION

Property Owner (s) SMS DISTRIBUTION INC
Address 233 N FEDERAL HIGHWAY UNIT 67 DANIA FL 33004
Phone 786-413-4667 Fax 844-443-3259 E-mail SASI@EASTCOASTREALTY.US.COM

Applicant SASI HAHAM
Address 1722 SHERIDAN ST UNIT #374 HOLLYWOOD FL 33020
Phone 786 413 4667 Fax 844 443 3259 E-mail SASI@EASTCOASTREALTY.US.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 SASI HAHAM SH
Address 1722 SHERIDAN UNIT 374 HOLLYWOOD FL 33020 (1722 SHERIDAN ST #374)
Phone 7864134667 Fax 844-443-3259 E-mail GO@BUYTHE.HOUSE

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 05 NOV 2015 05 NOV 2015

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

I, SASI HAHAM, 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 _____ to file this application for a public hearing.

Signature [Signature] Date 05 NOV 15 05 NOV 15

NOTARIZATION

STATE OF FLORIDA/COUNTY OF _____

The foregoing instrument was acknowledged before me this 16th day of Jan, 2015, by SASI HAHAM.

(Signature of Notary Public - State of Florida)

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

[Signature]



Luisa Fernanda Lopez
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF029203
Expires 6/30/2017

Personally Known _____ OR Produced Identification

Type of Identification DIVERSIFIED

FOR CITY STAFF USE ONLY

Application Fee: \$ 400.00
 Mail Public Notice Required
 Sign Public Notice Required
Application Complete: YES ___ NO X

SUPPORTING DOCUMENTS RECEIVED

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

APPLICATION NO: _____

INTAKE DATE: _____

RECEIPT NO.: _____

RECEIVED & REVIEWED BY:

KLG

RECEIVED

NOV 10 2015

COMMENTS:

**COMMUNITY PLANNING
& DEVELOPMENT**

ARQUITECTURA INTERNATIONAL

August 17, 2015

East Coast Real Estate Development Group
Dania, Florida

RE: 821 N.E. 144 Street
North Miami, Florida 33161-2333
Folio # 06-2219-006-0380

Project Narrative (letter of intent) :

The existing property referenced above covers an area of 18,234 square feet (0.14186 acres). It is the intention of East Coast Real Estate Development Group to divide the property into two parcels where the existing residential structure will be completely remodeled on the east side of the property and new construction for another single family residence is proposed for the west side of the property. The new front dimension of the west side of the property is proposed at 65.81' and the east side of the property, where the existing house lies, is proposed at 66.33' in total length, street frontage. The existing house on the east side of the property is proposed to demolish a portion of the existing garage in order for the building to sit properly within the zoned setbacks. The current zoning codes will be met and will apply to both residential properties with required setbacks as written in today's code. As architectural designers of these projects, it is the intention to create and become a part of the beautification of this area with two new residential structures that will have attractive curb appeal and will bring value to the current neighborhood.

Richard H. Hidalgo
Project Manager/Architectural Designer

[Handwritten signature]
02/NOV/15
SH
66.06'

[Handwritten signature]
02/NOV/15
SH
66.07'

COMPANY OWNER NAME OF THE PROPERTY AND LAND
IS

"SMS DISTRIBUTION"
SAS HAHM
[Handwritten signature]

Development Review Application

Project Address: 821 N.E. 144 St., North Miami, FL 33161-2333

Folio #: 06-2219-006-0380

Legal Description: 19-20 52 42
SUNNY ACRES PB 42-93
S1/2 LOT 13
LOT SIZE 132.130 X 138
OR 18577-2206 04 1999 5
COC 24508-2274/25858-0108 04061

Letter of Intent:

The purpose of this application is to obtain approval for a waiver of plat for the property referenced above. The proposal request is to divide the existing property into two separate parcels. The western section of the property will have a 66.06' street frontage. The eastern section of the property will have 66.07' of street frontage. The intent would be to remodel the existing single family structure that currently occupies the eastern section of land and propose new construction to the western section of land with a new single family structure. This request will meet all current building code and zoning code requirements established for this area and the development of these two separate parcels will bring new beautification to this street and the surrounding area.

ARQUITECTURA INTERNATIONAL

August 17, 2015

East Coast Real Estate Development Group
Dania, Florida

RE: 821 N.E. 144 Street
North Miami, Florida 33161-2333
Folio # 06-2219-006-0380

Legal Description :

(Per or book 29387, page 3222)

Tract 13 less the north 135 feet, Sunny Acres, according to the plat thereof as recorded in Plat Book 42, at Page 93, of the Public Records of Miami-Dade County, Florida.

DISCLOSURE STATEMENT

*****DO NOT SUBMIT THIS FORM WITH THE APPLICATION*****

THIS FORM MUST BE COMPLETED AND PRESENTED TO THE INSPECTOR AT THE TIME OF THE INSPECTION

Property: 821 Ne 144th St North Miami , FL . 33161

Buyer: SMS DISTRIBUTION Phone: 786-413-4667
Print or Type

Seller: Ocwen Loan Servicing, LLC Phone: _____
Print or type

SELLER does hereby disclose to BUYER that pursuant to Ordinance No. 887 adopted by the City Council of the City of North Miami on November 24, 1992, as codified in Sec. 3-210 of the Zoning Code of the City of North Miami, as amended, it is unlawful to occupy or cause the occupancy of a single-family, condominium unit, duplex, triplex, or multi-family property sold to BUYER after January 1, 1993, unless and until a Certificate of Re-Occupancy is issued by the City of North Miami for such property.

Seller

Buyer

Sasi

STATE OF FLORIDA)
COUNTY OF ~~DADE~~ Broward
Sworn to and subscribed before me
by buyer this 6 day of
May 2015
Daniela Madotta
Notary Public
#FF188659
(Stamped Commission Name)



Personally Known _____
Produced I.D. X
Florida Drivers License
Type of I.D. Produced

Inspection Date: _____
revised 1/27/12
OFFICIAL USE ONLY
Inspector: _____

Real Estate Tax Information

Folio Number(s): 06-2219-006-0380 **\$3,671.48**

Total Tax Amount: \$3,671.48

Payment Confirmation

| | |
|----------------------------|-------------------------------|
| Tax Description | Real Estates Property Taxes |
| Account Number(s) | 06-2219-006-0380 |
| Payment Timestamp | November 03, 2015 03:40:02 PM |
| Amount Paid | \$3,671.48 |
| Payment Type | e-Check |
| Order Number | 4661883 |
| Processor Reference Number | 116367838 |
| Authorization Number | 413771979 |
| Account Holder Name | SASI HAHAM |

[Return to TaxSys Search](#) [Return to Tax Collector Home](#)



This site uses Comodo SSL for secure e-Commerce and confidential communications.

Please do not include any special characters in the name, address, and e-mail field such as #, &, hyphens, comma, dashes.

**We have moved. Our new address is:
200 NW 2nd Ave, Miami, FL 33128**

The information contained herein does not constitute a title search or property ownership.

2015 Tax Bills are Payable on Sunday, November 1, 2015.

Real Estate Account At 821 NE 144 ST, North Miami 33161-2333

Real Estate Account #06-2219-006-0380

 [Parcel details](#)

 [Latest bill](#)

 [Full bill history](#)

| | | | | | |
|------|------|------|------|-----|------|
| 2015 | 2014 | 2013 | 2012 | ... | 2005 |
| PAID | PAID | PAID | PAID | | PAID |

Real Estate 2015 Annual Bill

 [Print this bill \(PDF\)](#)

Miami-Dade County Tax Collector

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

| | | |
|---|-------------------------|-----------------------------|
| Account number  06-2219-006-0380 | Escrow code — | Millage code 0600 |
|---|-------------------------|-----------------------------|

PAID 2015-11-03 \$3,671.48
Receipt #ECHECK-16-008974

Amount due May be Subject to Change Without Notice
Mail payments to:
200 NW 2nd Avenue, Miami, FL 33128

Owner
SMS DISTRIBUTION INC
398 E DANIA BEACH BLVD 307
DANIA BEACH, FL 33004

Situs address
821 NE 144 ST
North Miami 33161-2333

Legal description
19-20 52 42 SUNNY ACRES PB 42-93 S1/2 LOT 13 LOT
SIZE 132.130 X 138 OR 18577-2206 04 1999 ...
Full legal available:  [Parcel details](#)

Ad Valorem Taxes

| Taxing authority | Millage | Assessed | Exemption | Taxable | Tax |
|--------------------------------|---------|----------|-----------|---------|------------|
| Miami-Dade School Board | | | | | |
| School Board Operating | 7.41300 | 159,493 | 0 | 159,493 | \$1,182.32 |
| School Board Debt Service | 0.19900 | 159,493 | 0 | 159,493 | \$31.74 |
| State and Other | | | | | |
| Florida Inland Navigation Dist | 0.03200 | 159,493 | 0 | 159,493 | \$5.10 |

| | | | | | |
|-------------------------------|-----------------|---------|---|---------|-------------------|
| South Florida Water Mgmt Dist | 0.14590 | 159,493 | | 159,493 | \$23.27 |
| Okeechobee Basin | 0.15860 | 159,493 | 0 | 159,493 | \$25.30 |
| Everglades Construction Proj | 0.05060 | 159,493 | 0 | 159,493 | \$8.07 |
| Childrens Trust Authority | 0.50000 | 159,493 | 0 | 159,493 | \$79.75 |
| Miami-Dade County | | | | | |
| County Wide Operating | 4.66690 | 159,493 | 0 | 159,493 | \$744.34 |
| County Wide Debt Service | 0.45000 | 159,493 | 0 | 159,493 | \$71.77 |
| Fire Rescue Operating | 2.42070 | 159,493 | 0 | 159,493 | \$386.08 |
| Fire Rescue Debt Service | 0.00860 | 159,493 | 0 | 159,493 | \$1.37 |
| Municipal Governing Board | | | | | |
| North Miami Debt Service | 0.00000 | 159,493 | 0 | 159,493 | \$0.00 |
| North Miami Operating | 7.93360 | 159,493 | 0 | 159,493 | \$1,265.35 |
| Total | 23.97890 | | | | \$3,824.46 |

Non-Ad Valorem Assessments

| Levying authority | Rate | Amount |
|--------------------------------|------|--------|
| No non-ad valorem assessments. | | |

Combined taxes and assessments: \$3,824.46

| | |
|-------------|--------------|
| If paid by: | Nov 30, 2015 |
| Please pay: | \$0.00 |

PAID 2015-11-03 \$3,671.48
Receipt #ECHECK-16-008974

Prepared by and return to:
JERALD C. CANTOR, ESQ.
Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
4000 Hollywood Blvd., Suite 500-N
Hollywood, Florida 33021

File Number: 25810
Parcel Identification Number: 06-2219-006-0380

[Space Above This Line For Recording Date]

Special Warranty Deed

This Special Warranty Deed made this 12 day of May, 2015, between Wells Fargo Bank N.A., as Trustee for Option One Mortgage Loan Trust 2006-2, Asset-Backed Certificates, Series 2006-2, whose post office address is c/o Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409, grantor, and SMS Distribution Inc., a Florida corporation, whose post office address is 398 E. Dania Beach Blvd., Suite 307, Dania Beach, Florida 33004, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Tract 13 less the North 135 feet, Sunny Acres, according to the plat thereof as recorded in Plat Book 42, Page 93, in the Public Records of Miami-Dade County, Florida.

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

To Have and to Hold, the same in fee simple forever.

Subject to taxes for the year 2015 and subsequent years; zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions and other matters appearing on the plat and/or common to the subdivision; and utility easements of record.

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 claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Ocwen Loan Servicing, LLC as Attorney In Fact for Wells Fargo Bank N.A., as Trustee for Option One Mortgage Loan Trust 2006-2, Asset-Backed Certificates, Series 2006-2


Print Name: Jon King

By: 
Print Name: Guirene Dolcine


Print Name: Jose Manque

Print Title: Contact Management Coordinator

STATE OF Florida)
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day before me, an signor duly qualified to take acknowledgments, personally appeared Guirene Dolcine as Contact Management Coordinator for Ocwen Loan Servicing, LLC, as Attorney In Fact for Wells Fargo Bank N.A., as Trustee for Option One Mortgage Loan Trust 2006-2, Asset-Backed Certificates, Series 2006-2, who is personally known to me for has produced a driver's license to be the person described in and who executed the foregoing instrument and who did/did not take an oath and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of May, 2015.

(SEAL) 
Notary Public State of Florida
Shiluncira Lidell
My Commission FF 121357
Expires 05/08/2018


Notary Public, State of Florida
My commission expires: 5/8/18
Print Name: Shiluncira Lidell


Notary Public State of Florida
Shiluncira Lidell
My Commission FF 121357
Expires 05/08/2018

EXISTING
HOUSE

Important Message The Property Appraiser does not send tax bills and does not set or collect taxes. Please visit the Tax Collector's website (<http://www.miamidade.gov/taxcollector/>) directly for additional information.



(<https://www.facebook.com/MiamiDadePA>)



(<https://twitter.com/MiamiDadePA>)

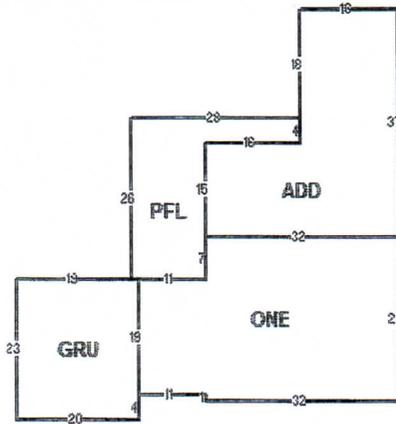
Building Sketch Viewer

Folio: 06-2219-006-0380
Address: 821 NE 144 ST
Owner: WELLS FARGO BANK N A TRS
C/O SHAPIRO & FISHMAN LLP

Actual Area: 2,741 Sq. Ft.
Living Area: 1,905 Sq. Ft.
Adjusted Area: 2,260 Sq. Ft.

Building Number: **1** of 1 Roll Year: 2015

[Previous](#) [Next](#)



[Click here to see Sketch SubArea Descriptions \(http://www.miamidade.gov/pa/library/sub-area-descriptions.pdf\)](http://www.miamidade.gov/pa/library/sub-area-descriptions.pdf)

Generated on: 6/5/2015

Disclaimer:

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full Liability Disclaimer and User Agreement. See full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Exemptions & Benefits

Deployed Military
(<http://www.miamidade.gov/pa/exemptions/military.asp>)
Disability

Real Estate

40 Yr Building
(<http://www.miamidade.gov/pa/practicing/40yr.asp>)

Tangible Personal Property

Appealing your Assessment
(http://www.miamidade.gov/pa/appealing_assessment.asp)

Public Records

Address Blocking
(http://www.miamidade.gov/pa/public_records/address_blocking.asp)
Change of Name

Online Tools

Property Search
(http://www.miamidade.gov/pa/public_records/miamidade_gov/property_search/#/)
Property Sales

SECTION A - PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

| | | |
|---|----------|--|
| A1. Building Owner's Name SMS Distribution Inc., a Florida corporation | | Policy Number: |
| A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 821 NE 144th Street | | Company NAIC Number: |
| City N Miami | State FL | ZIP Code 33161 |
| A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Tract 13, LESS the N 135', Sunny Acres Pid:06-2219-006-0380 | | |
| A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Residential</u> | | |
| A5. Latitude/Longitude: Lat. <u>25.9080 N</u> Long. <u>80.1823 W</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983 | | |
| A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance. | | |
| A7. Building Diagram Number <u>6</u> | | |
| A8. For a building with a crawlspace or enclosure(s): | | A9. For a building with an attached garage: |
| a) Square footage of crawlspace or enclosure(s) <u>652±</u> sq ft | | a) Square footage of attached garage <u>349</u> sq ft |
| b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>11</u> | | b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>0</u> |
| c) Total net area of flood openings in A8.b <u>1,638</u> sq in | | c) Total net area of flood openings in A9.b <u>n/a</u> sq in |
| d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

| | | | |
|---|--|---------------------------------|---|
| B1. NFIP Community Name & Community Number City of North Miami, 120655 | | B2. County Name Miami-Dade | B3. State FL |
| B4. Map/Panel Number 12086C0141 | B5. Suffix L | B6. FIRM Index Date 09/11/09 | B7. FIRM Panel Effective/Revised Date 09/11/09 |
| B8. Flood Zone(s) AE | B9. Base Flood Elevation(s) (Zone AO, use base flood depth) 7.0 | | |

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.
 FIS Profile FIRM Community Determined Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: NGVD 1929 NAVD 1988 Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No
 Designation Date: _____
 CBRS OPA

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.
 Benchmark Utilized: County Benchmark# N-361 Vertical Datum: Elevation 10.52, NGVD29
 Indicate elevation datum used for the elevations in items a) through h) below. NGVD 1929 NAVD 1988 Other/Source: _____
 Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

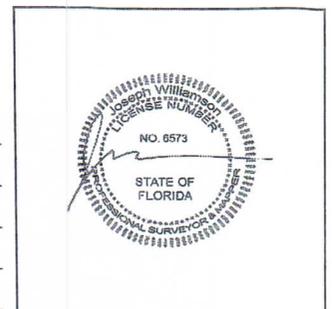
| | | | |
|--|-------------|--|---------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) | <u>6.47</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| b) Top of the next higher floor | <u>8.40</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) | <u>n/a.</u> | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| d) Attached garage (top of slab) | <u>7.78</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) | <u>n/a.</u> | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG) | <u>6.3</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG) | <u>6.5</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support | <u>n/a.</u> | <input type="checkbox"/> feet | <input type="checkbox"/> meters |

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No
 Check here if attachments.

| | |
|---|---|
| Certifier's Name <u>Joseph E. Williamson, PLS</u> | License Number <u>6573</u> |
| Title <u>Licensed FLSurveyor</u> | Company Name <u>Vision Land Service</u> |
| Address <u>941 S. Pennsylvania Ave</u> | City <u>Winter Park</u> State <u>FL</u> ZIP Code <u>32789</u> |
| Signature <u>[Signature]</u> | Date <u>05/08/15</u> Telephone <u>(888) 399-8474</u> |



IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.

821 NE 144th Street

City N Miami

State FL

ZIP Code 33161

Policy Number:

Company NAIC Number:

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

[Handwritten signature]

Signature

Date 05/08/15

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
a) Top of bottom floor (including basement, crawlspace, or enclosure) is ... feet meters above or below the HAG.
b) Top of bottom floor (including basement, crawlspace, or enclosure) is ... feet meters above or below the LAG.
E2. For Building Diagrams 6-9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8-9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is ... feet meters above or below the HAG.
E3. Attached garage (top of slab) is ... feet meters above or below the HAG.
E4. Top of platform of machinery and/or equipment servicing the building is ... feet meters above or below the HAG.
E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

Check here if attachments.

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8-G10. In Puerto Rico only, enter meters.

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
G3. The following information (Items G4-G10) is provided for community floodplain management purposes.

Table with 3 columns: G4. Permit Number, G5. Date Permit Issued, G6. Date Certificate Of Compliance/Occupancy Issued

- G7. This permit has been issued for: New Construction Substantial Improvement
G8. Elevation of as-built lowest floor (including basement) of the building: feet meters Datum
G9. BFE or (in Zone AO) depth of flooding at the building site: feet meters Datum
G10. Community's design flood elevation: feet meters Datum

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

Check here if attachments.

Building Photographs

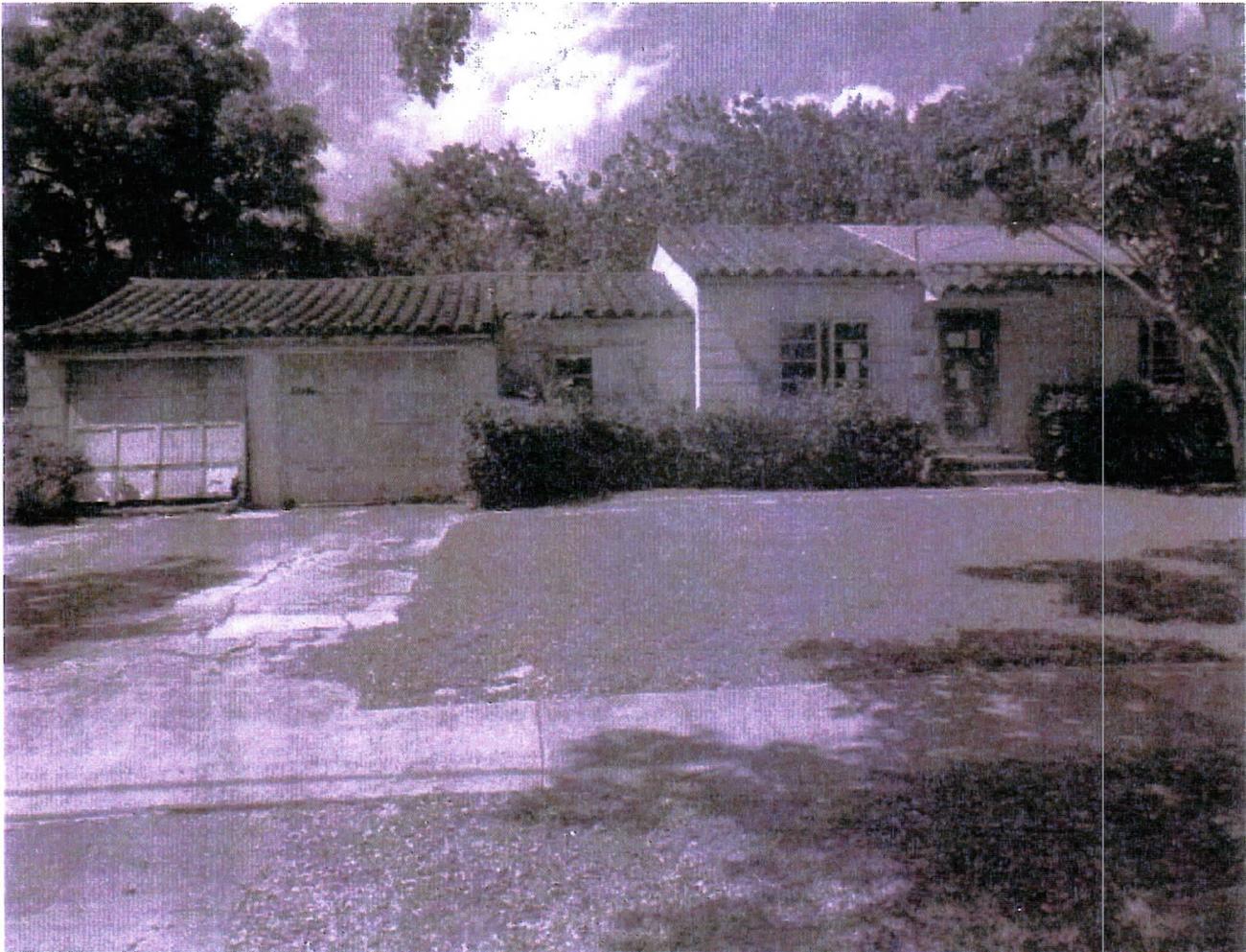
See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.

| | | |
|--|----------|----------------|
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 821 NE 144th Street | | |
| City N Miami | State FL | ZIP Code 33161 |

| |
|---------------------------|
| FOR INSURANCE COMPANY USE |
| Policy Number: |
| Company NAIC Number: |

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.



Front of House

Building Photographs

Continuation Page

IMPORTANT: In these spaces, copy the corresponding information from Section A.

| | |
|---------------------------|--|
| FOR INSURANCE COMPANY USE | |
| Policy Number: | |
| Company NAIC Number: | |

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
821 NE 144th Street

City N Miami

State FL

ZIP Code 33161

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.



Rear of House

Date of this notice: 02-27-2014

Employer Identification Number:
46-4947543

Form: SS-4

Number of this notice: CP 575 A

SMS DISTRIBUTION INC
1490 N TRAFALGAR CIR
HOLLYWOOD, FL 33020

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-4947543. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2015

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

SMS DISTRIBUTION INC

Filing Information

| | |
|-----------------|--------------|
| Document Number | P14000018378 |
| FE/EIN Number | NONE |
| Date Filed | 02/27/2014 |
| State | FL |
| Status | ACTIVE |

Principal Address

1490 N TRAFALGAR CIRCLE
HOLLYWOOD, FL 33020

Mailing Address

1490 N TRAFALGAR CIRCLE
HOLLYWOOD, FL 33020

Registered Agent Name & Address

DERHY FINANCIAL SERVICES LLC
99 NW 183RD ST
138
MIAMI, FL 33169

Officer/Director Detail

Name & Address

Title P

HAHAM, SASI
1490 N TRAFALGAR CIRCLE
HOLLYWOOD, FL 33020

Annual Reports

No Annual Reports Filed

Document Images

02/27/2014 -- Domestic Profit

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SMSD. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Ticket : 267510569 Rev:001 Taken: 09/29/15 00:29ET

State: FL Cnty: DADE GeoPlace: NORTH MIAMI
CallerPlace: NORTH MIAMI
Subdivision: SUNNY ACRES

Address : 821
Street : NE 144TH ST
Cross 1 : NE 10TH AVE
Within 1/4 mile: Y

Locat: LOCATE ENTIRE PROPERTY AT 821 NE 144TH ST.

Remarks : *** LOOKUP BY ADDRESS ***

Grids : 2554B8010A 2554B8010B 2554C8010A 2554C8010B 2554C8011D

Work date: 09/28/15 Time: 23:59ET Hrs notc: 000 Category: 3 Duration: 03 MONS
Due Date : 09/28/15 Time: 23:59ET Exp Date : 10/26/15 Time: 23:59ET
Work type: PLOT SVC Boring: U White-lined: U
Ug/Oh/Both: U Machinery: Y Depth: UNK Permits: Y N/A
Done for : EAST COAST REALTY

Company : EAST COAST REALTY Type: OTHR
Co addr : 1722 SHERIDAN ST
Co addr2: UNIT 374
City : HOLLYWOOD State: FL Zip: 33020
Caller : SASI HAHAN Phone: 786-413-4667
Contact : RICHARD HIDANGO Phone: 561-376-8736
BestTime: ANYTIME
Mobile : 786-413-4667
Fax : 844-443-3259
Email : SASI@EASTCOASTREALTY.US.COM

Submitted: 09/29/15 00:29ET Oper: SUN

Mbrs : CC1280 CNM529 DCPWT FPLDAD HT1010 L3C900 LS1104 MDWS PGSND SBF23
Mbrs : TL2051

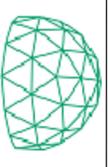
| Service Area Code | Service Area Name | Contact | Phone Numbers | Utility Type |
|-------------------|--------------------------------------|----------------------|--|---------------------------|
| CC1280 | COMCAST CABLE | USIC DISPATCH | Day: (800) 778 - 9140 | CATV & FIBER |
| CNM529 | CITY OF NORTH MIAMI | MERRILL PEREZ | Day: (305) 893 - 6511 x15001 | WTR/GRAVITY SWR/FRCE MAIN |
| DCPWT | DADE COUNTY PUBLIC WORKS AND TRAFFIC | CATHIA NORIEGA | Day: (305) 412 - 0891 | TRAFFIC/STR LIGHTS |
| FPLDAD | FLORIDA POWER & LIGHT--DADE | USIC DISPATCH CENTER | Day: (800) 778 - 9140 Alt: (800) 468 - 8243 | ELECTRIC |
| L3C900 | LEVEL 3 | TECH ON | Day: (877) 366 - 8344 | FIBER OPTIC |

| | COMMUNICATIONS | DUTY | | |
|-------|-----------------------------------|----------------------------|--|--------------------|
| MDWS | MIAMI-DADE WATER & SEWER | TONY GUY | Day: (786) 268 - 5353 Alt: (786) 229 - 6809 | WATER AND SEWER |
| PGSND | TECO PEOPLES GAS SOUTH FLORIDA | DEE MACDONALD | Day: (407) 420 - 6650 Alt: (407) 466 - 7170 | GAS |
| SBF23 | A T & T/ DISTRIBUTION | USIC DISPATCH CENTER | Day: (800) 778 - 9140 Alt: (800) 468 - 8243 | TELEPHONE |

Available Responses

- **1** : Marked
- **2A** : Marked with Exceptions- High profile utility in conflict, utility owner will attempt to contact you to schedule site surveillance
- **2B** : Marked with Exceptions - Privately owned Facilities on property, contact private facility owner directly.
- **2C** : Marked with Exceptions - High priority subsurface installation in conflict. Excavator MUST notify the member of the excavation or demolition start date and time. See s.556.116(1) and (2), F.S.
- **2D** : Marked with Exceptions - High Profile utility in conflict
- **3A** : Unmarked - Locate technician could not gain access to property, call member to schedule access.
- **3B** : Unmarked - Incorrect address information, call SSOCCOF to verify the information on the ticket.
- **3C** : Unmarked - Locate technician and contractor (excavator) have agreed to meet on site on a specified date.
- **3D** : Unmarked - High Profile utility in conflict, utility owner will attempt to contact you to schedule site surveillance
- **3F** : Unmarked - Marking delay requested by locate technician and agreed to by excavator per agreement.
- **3H** : Unmarked - Privately owned facilities on property, contact private facility owner directly.
- **3M** : Unmarked - Marking instructions are unclear, call the utility to clarify the marking instructions.
- **3N** : Unmarked - Locate descriptions is insufficient. white lining is required per 556.105(5)(a), FS Please contact the utility when the white lining is completed.
- **3P** : Unmarked - Member does not have accurate information to perform the requested locate - please contact the utility for further details per 556.105 (7)(a), F.S.
- **3R** : Unmarked - The excavator has performed the excavation prior to the locaters arrival
- **3T** : Extraordinary circumstances per 556.105(8)(a), F.S. exist, call utility owner / operator provider for this location.
- **3U** : Unmarked - Not service provider for this location
- **3W** : Unmarked - Work is being performed by the utility and the excavator will mark the underground lines per agreement
- **4** : Clear No Facilities
- **5** : No Conflict - utility is outside of the requested work site
- **6A** : Active Facilities are present - the member has active facilities within the area described by the noticed demolition. DO NOT demolish until the member notifies you the site is clear
- **8** : Ongoing Job - locate technician and excavator have established an agreement on scheduled marking

WAIVER OF PLAT



RT GEOSOLUTIONS

ALABAMA SURVEYING CORPORATION
14790 SW 88 ST., MIAMI FL
#961268, MIAMI FL 33296

SURVEYOR NOTES

LEGAL DESCRIPTION PARENT TRACT:
TRACT 13 LESS THE NORTH 135 FEET, SUNNY ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 93, IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGAL NOTES:

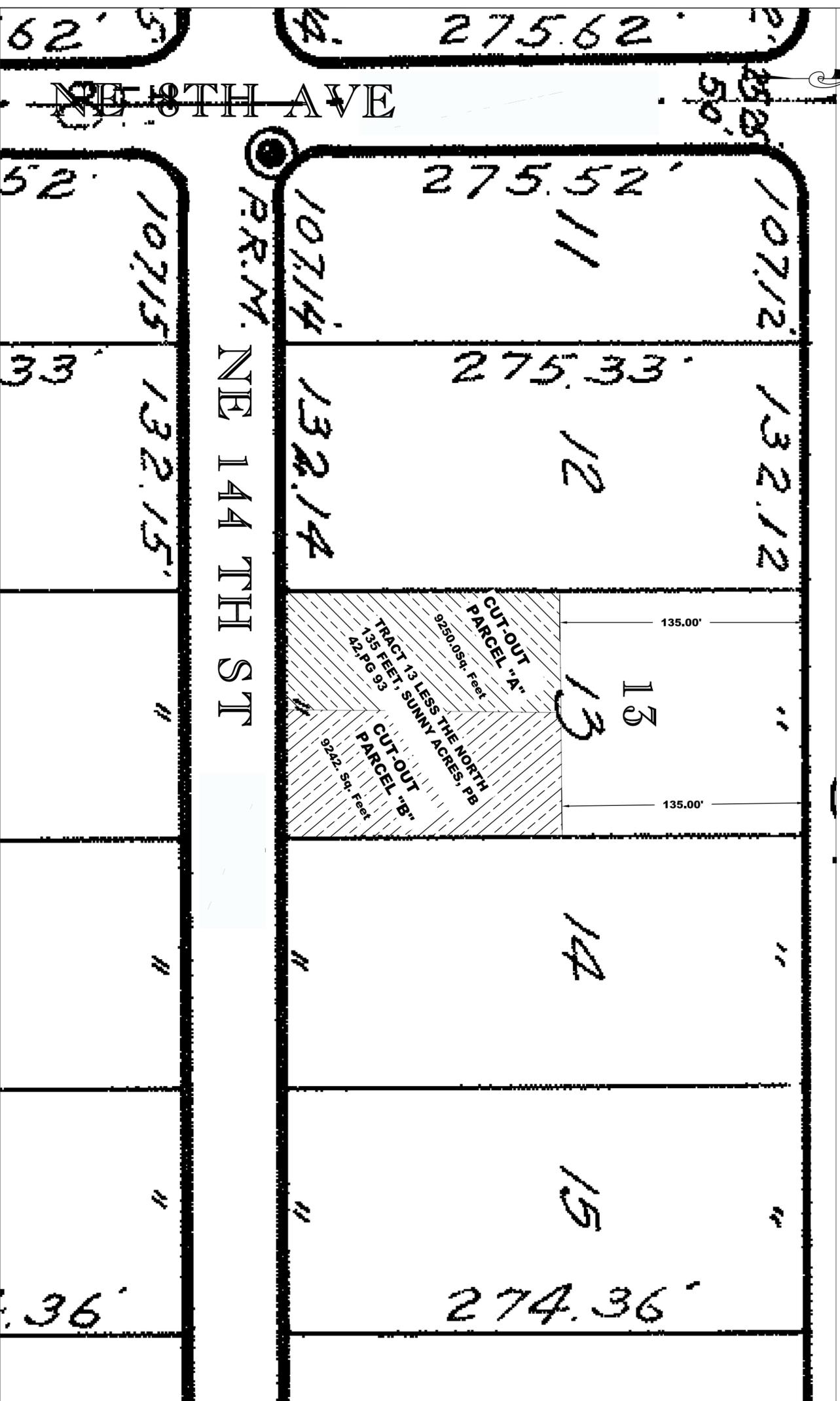
- 1-BEARING BASED ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF THE OF SECTION 20 TOWNSHIP 52 SOUTH, RANGE 42 EAST , AS BEING N 86°36'32" E.
- 2-LEGAL DESCRIPTIONS OF CUT OUT PARCELS SHOWN HEREON WAS CREATED BY THIS FIRM.
- 3-THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS OF PARENT TRACT PROVIDED BY CLIENT.
- 4-UNDERGROUND ENCROACHMENTS, IF ANY, ARE NOT SHOWN.
- 5-UNDERGROUND IMPROVEMENTS WERE LOCATED AND MARKED BY **SUNSHINE 817** AND SHOWN IN THIS SURVEY.
- 6-UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.

CERTIFY TO: SMS DISTRIBUTION

RAUL TIZA
LAND SURVEYOR AND MAPPER No. 6942, LB 8029,
STATE OF FLORIDA
14612 S.W. 52nd STREET MIAMI, FLORIDA 33175
PHONE: 786-975-8588

NOT VALID WITHOUT THE SIGNATURE AND THE ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LOCATION MAP



SECTION 19 TOWNSHIP 52 N, RANGE 42E

WAIVER OF PLAT DATA:
OWNER: SMS DISTRIBUTION

NUMBER OF PARCELS: 2
AREA OF PARCEL "A": 9,250.0 SQF
AREA OF PARCEL "B": 9,242.0 SQF
UTILITY SERVICE: MIAMI-DADE WATER AND SEWER DEPARTMENT
CURRENT ZONED COUNTY CODE: R-3
USE CODE: RSFR

FIRM INFORMATION:

FLOOD ZONE AE
BASE FLOOD ELEVATION: 7.0' (NGVD 1929 VERTICAL DATUM)
PANEL 12086C0147L
EFFECTIVE DATE: 9/11/2009

FOLIO NUMBER:
06-2219-006-0380

LEGAL DESCRIPTION:
PARCEL "A"

THE WEST 66.06 FEET LESS THE NORTH 135 FEET OF TRACT 13, SUNNY ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 93, IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION:
PARCEL "B"

THE TRACT 13 LESS THE NORTH 135' AND LESS THE WEST 66.06 FEET, SUNNY ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 93, IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGEND

LEGEND AND ABBREVIATIONS

- GAS LINE
- OVERHEAD POWER LINE
- WATER LINE
- WOOD FENCE
- SEWER LINE
- CENTER LINE
- BENCHMARK
- CONCRETE BLOCK AND STUCCO
- ELEVATION
- IRON PIPE
- IRON REBAR & CAP
- LICENSE OF BUSINESS
- NATIONAL GEODETIC VERTICAL DATUM
- PLAT BOOK
- RECORDED
- RIGHT OF WAY
- SQUARE FOOT

SCALE SHEET NUMBER

NOT TO SCALE

FIELD JOB DATE

1 of 2

SEPT, 29 2015

FILE NAME

821 NE 144 Th St, Miami, FL

WAIVER OF PLAT



RT GEOSOLUTIONS
 A PROFESSIONAL SURVEYING FIRM
 14790 SW 88 ST., MIAMI FL
 #961268, MIAMI FL 33296

SURVEYOR NOTES

LEGAL DESCRIPTION PARENT TRACT:
 TRACT 13 LESS THE NORTH 135 FEET, SUNNY ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 93, IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGAL NOTES:
 1-BEARING BASED ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF THE OF SECTION 20 TOWNSHIP 52 SOUTH, RANGE 42 EAST, AS BEING N 86°36'32"E.
 2-LEGAL DESCRIPTIONS OF PARCELS SHOWN HEREON WAS CREATED BY THIS FIRM.
 3-THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
 LEGAL DESCRIPTIONS OF PARENT TRACT PROVIDED BY CLIENT.
 4-UNDERGROUND ENCROACHMENTS, IF ANY, ARE NOT SHOWN.
 5-UNDERGROUND IMPROVEMENTS WERE LOCATED AND MARKED BY **SUNSHINE 817** AND SHOWN IN THIS SURVEY.
 6-UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.

SITE BENCHMARKS SET FROM COUNTY BENCHMARK N-361, ELEVATION 10.52 NGVD29.

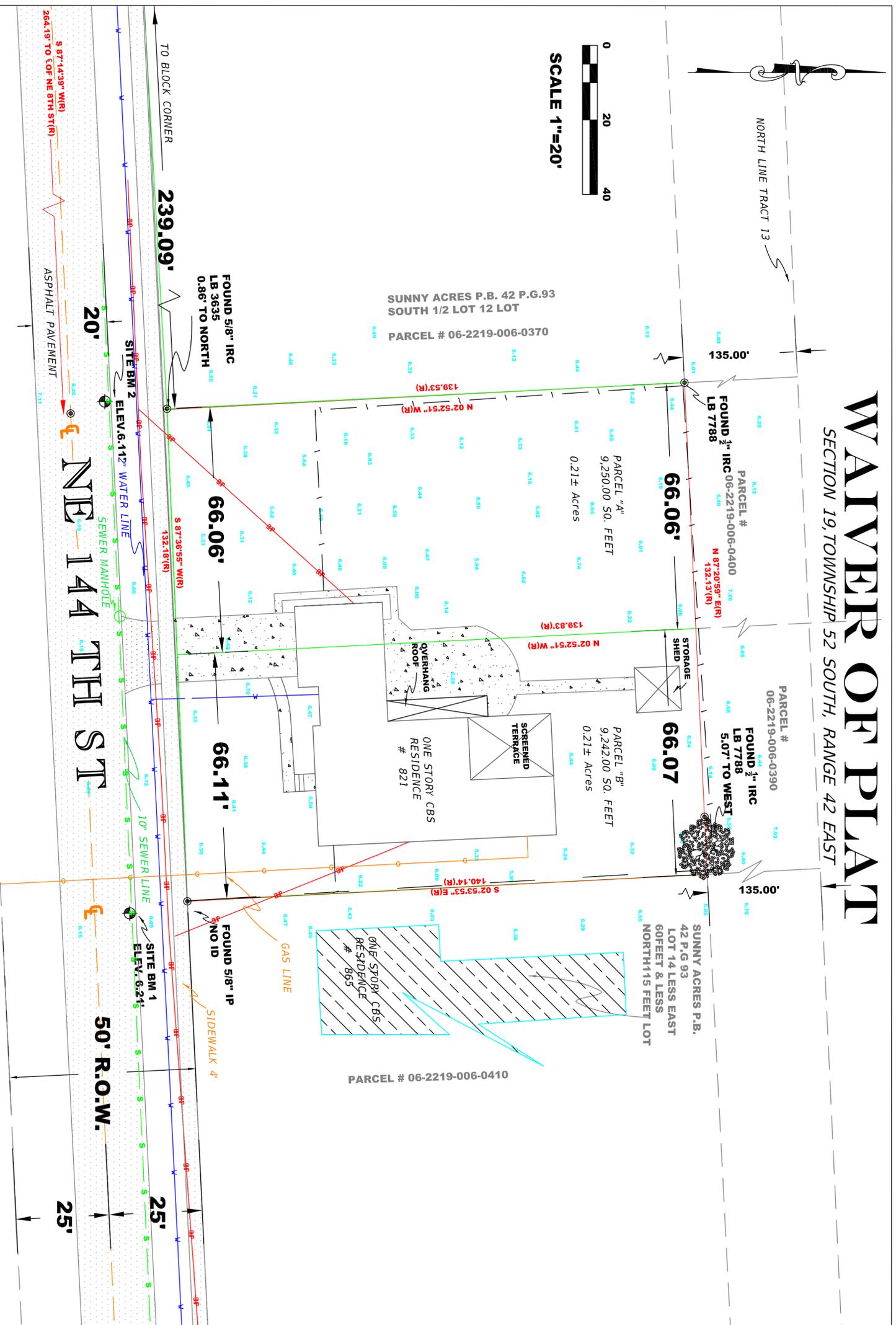
CERTIFY TO: SMS DISTRIBUTION

RAUL TIZA
 LAND SURVEYOR AND MAPPER No. 6942, LB 8029,
 STATE OF FLORIDA
 14612 S.W. 52nd STREET MIAMI, FLORIDA 33175
 PHONE: 786-975-8588

NOT VALID WITHOUT THE SIGNATURE AND THE ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

WAIVER OF PLAT

SECTION 19, TOWNSHIP 52 SOUTH, RANGE 42 EAST



LEGEND

LEGEND AND ABBREVIATIONS

- GAS LINE
- OVERHEAD POWER LINE
- WATER LINE
- WOOD FENCE
- SEWER LINE
- CENTER LINE
- BENCH MARK
- CONCRETE BLOCK AND STUCCO
- ELEVATION
- CAP OR DISK IDENTIFICATION
- IRON PIPE
- IRON REBAR & CAP
- LICENSE OF BUSINESS
- NATIONAL GEODETIC VERTICAL DATUM
- P.B. PLAT BOOK
- PAGE
- RECORDED
- RIGHT OF WAY
- SQUARE FOOT

SITE BENCHMARKS:
 BM No 1 SET NAIL AND DISK RT Geosolutions.
 ELEV. 6.21' (NGVD1929)
 BM NO 2 SET NAIL AND DISK RT GEOSOLUTIONS.
 ELEV. 6.11' (NGVD1929)

LEGAL DESCRIPTION:
 PARCEL "A"
 PARCEL "B"

THE WEST 66.06 FEET LESS THE NORTH 135 FEET OF TRACT 13, SUNNY ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 93, IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THE TRACT 13 LESS THE NORTH 135' AND LESS THE WEST 66.06 FEET, SUNNY ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 93, IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

WAIVER OF PLAT DATA:

OWNER: SMS DISTRIBUTION

NUMBER OF PARCELS: 2
AREA OF PARCEL "A": 9,250.0 SQF
AREA OF PARCEL "B": 9,242.0 SQF
UTILITY SERVICE: MIAMI-DADE WATER AND SEWER DEPARTMENT
CURRENT ZONED COUNTY CODE: R-3
USE CODE: RSFR

FIRM INFORMATION:

FLOOD ZONE AE
BASE FLOOD ELEVATION: 7.0' (NGVD 1929 VERTICAL DATUM)
PANEL 12086C0141L
EFFECTIVE DATE: 9/11/2009

FOLIO NUMBER:
 06-2219-006-0380

| | |
|-----------------------------|--------------|
| SCALE | SHEET NUMBER |
| 1"=20' | 1 OF 2 |
| FIELD JOB DATE | |
| SEPT, 29 2015 | |
| FILE NAME | |
| 821 NE 144 Th St, Miami, FL | |



November 12, 2015

East Coast Real Estate Development Group
1722 Sheridan St. #374
Hollywood FL 33020

Re: Platted Easement Encroachment
Track 13 Less the North 135 feet, Sunny Acres, According to the plat thereof
as recorded in Plat Book 42, at Page 93, of the Public Records of Miami-Dade
County, Florida.

Name: Sasi Haham

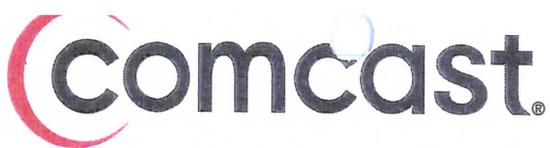
Thank you for contacting FPL about the encroachment of Right of way on track 13 less the North 135 feet, Sunny Acres, according to the Plat Book 42 Page 93 in the platted Right of Way at the referenced location. FPL has no objection to this existing encroachment and will not require its removal, however FPL does not agree to the future encroachment of any other structures into the easement.

If I can be of any further assistance, please contact me at 305-770-7979.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marco Alvarez', written over a horizontal line.

Marco Alvarez
Associate Technical Specialist



Engineering – Design Department
2601 SW 145th Ave Miramar, FL 33027

Monday, November 09, 2015

Sasi
East Coast Realty

RE: 821 NE 144th Street, North Miami, FL 33161
Plat Job# - VLSR15-9409 / 15-10120
Request for Review of Tentative Plat
Miami Dade County
Comcast ID # CWSI-M14-3342

Attention Sasi,

Please be advised, in reference to the proposed re-plat/lot splitting at: **821 NE 144th Street, North Miami, FL 33161**...Comcast has existing aerial facilities located within the limits of this project.

Comcast has ***no objection and approves*** to the proposed re-plat/lot splitting, as outlined in the plans provided. Should it become necessary, Comcast will coordinate with the developer/owners for a separate easement instrument for the provision of Comcast services to the property/properties.

Should you have any further questions, please feel free to call me.

Cordially,



Chris Henning
South Florida Utility Coordinator
Authorized Contractor for Comcast
954-239-8386 (Office)
www.Cable-Wiring.com
cc: Leonard Maxwell-Newbold
cc: Ric Davidson
cc: Jason Palmer



November 9, 2015

Mr. Sasi Haham
SMS Distribution

RE: WAIVER OF PLAT (821 NE 144th St., NORTH MIAMI, FL. 33161)
TRACT 13 LESS THE NORTH 135 FT., SUNNY ACRES, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 93, OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA.

Dear Mr. Haham:

After a review of our facilities within the area of the above mentioned plat, TECO Peoples Gas does not have any present, or proposed, natural gas mains and/or services within this plat and have no objections to the referenced plat.

Should you have any additional questions concerning the above, please contact me at 954-453-0811

Sincerely,

A handwritten signature in blue ink that reads "Angel L. Quant".

Angel L. Quant
South Florida Region Operations Manager

Cc: File

Date: January 5th, 2016

To: Honorable Members of the Planning Commission

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

Re: Florida International University 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 (2015); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

RECOMMENDATION

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

BACKGROUND

Section 1013.30, F.S. requires that each university prepare and adopt an updated campus master plan every five years that identifies general land uses and outlines the goals, objectives and policies of the university during the succeeding 10 to 20 years. To that end, 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, in compliance with the requirements set forth in Section 1013.30(3) through Section 1013.30(9), F.S.

Moreover, Section 1013.30(10) requires 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, and is intended to provide for consistency between the campus master plan and the host local government

comprehensive plan. More specifically, it deals with issues related to concurrency implementation and the mitigation of impacts reasonably expected over the term of the agreement on the host City's public facilities and services, including: roads, sanitary sewer lines, trash, drainage/storm water management, potable water, parks and recreation, and public transportation. Lastly, the agreement 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 the provision set forth in Section 1013.30, F. S., the FIU BOT submitted a proposed campus development agreement to the City for its consideration. Staff from the Community Planning and Development Department as well as from the Public Works Department reviewed the proposed agreement for accuracy, for consistency with the City's Comprehensive Plan, and for adherence with all other applicable standards. The FIU BOT has addressed all of City staff comments and, consistent with the requirements of Section 163.3225, F.S. (2015), has presented the final version of the agreement to the City for execution.

CONCLUSION

Policy 8.1.5 of the City's Comprehensive Plan requires that the City ensure consistency between all local university campus master plans and its adopted Comprehensive Plan. Additionally Policy 8.1.3 requires that the City furthers intergovernmental coordination efforts through joint planning and service agreements with appropriate entities (such as FIU). Staff believes the current request is consistent with the City's Comprehensive Plan and satisfies the requirements pertaining to university campus agreements as expressed in Section 1013.30, F.S. (2015). As such, staff recommends that the City accepts the proposed resolution and execute the campus development agreement.

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 (2015); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, Section 1013.30, Florida Statutes (2015), 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 (2015), 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 (2015); 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 (2015); and

WHEREAS, on January 12, 2016, 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 (2015).

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 _____, 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: _____

Seconded by: _____

Vote:

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

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

**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”).

W I T N E S S E T H:

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").

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.
- 7.5 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.
- 7.6 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 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.
- 7.7 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 previous 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 |

- 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 E for all City streets. Per Objection 1.1., all roadways within the City shall operate at or above the roadway level of service standards contained in the Transportation Element.

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's Facilities Management website at 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. Henceforth, FIU BOT agrees to update its traffic analysis to determine the future impacts that are anticipated based on FIU BBC Campus' projected growth. Table 11.35 of the aforementioned document summarizes the projected impacts of the development proposed in the FIU Campus Master Plan on surrounding roadways as follows:
- (a) West Dixie Highway (Station #531) – two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan is projected to generate an additional 2 peak hour trips on this roadway segment. These additional trips represent approximately 0.1% of roadway capacity, and are not projected to degrade the level of service on this segment. FIU BOT agrees that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the Florida Department of Transportation (FDOT).

- (b) Biscayne Boulevard, from NE 135 Street to NE 163 Street, (Station #5219) – two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan is projected to generate an additional 73 peak hour trips on this roadway segment. These additional trips represent approximately 3.7% of roadway capacity, and are not projected to degrade the level of service on this segment. FIU BOT agrees that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by FDOT.
- (c) Biscayne Boulevard, from NE 121 Street to NE 135 Street, (Station #524) – two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan is projected to generate an additional 35 peak hour trips on this roadway segment. These additional trips represent approximately 1.8% of roadway capacity, and are not projected to degrade the level of service on this segment. FIU BOT agrees that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions of this roadway segment below the level of service standards adopted by FDOT.
- (d) NE 135th Street (Station #1026) – two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan is projected to generate an additional 160 peak hour trips on this roadway segment. These additional trips represent approximately 8.1% of roadway capacity, and are not projected to degrade the level of service on this segment. FIU BOT agrees that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by FDOT.
- (e) Bay Vista Boulevard, from Biscayne Blvd. to the FIU BBC Campus entrance (Station #NA) – two-way analysis indicated that the development identified in the adopted FIU Campus Master Plan is projected to generate an additional 670 peak hour trips on this roadway segment. These additional trips represent approximately 34.0% of roadway capacity, and are not projected to degrade the level of service on this segment. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standard adopted by the City.

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. 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.
- 12.2 FIU BOT and the City agree that no off-campus potable water improvements need be assured by FIU BOT.

- 12.3 FIU BOT and City agree that no off-campus sanitary sewer improvements need be assured by FIU BOT.
- 12.4 FIU BOT and the City agree that no off-campus solid waste improvements need be assured by FIU BOT.
- 12.5 FIU BOT and the City agree that no off-campus parks and recreation improvement need be assured by FIU BOT.
- 12.6 FIU BOT and the City agree that no off-campus transportation improvements need to be assured by FIU BOT.

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
Attn. _____
776 NE 125th Street
North Miami, Florida 33161

With a copy to:

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

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

The address of FIU BOT:

Chief of Staff
Florida International University
Modesto Maidique Campus, PC 548
Miami, Florida 33199

With a copy to:

Mr. John Cal
Associate Vice President
Facilities Management
Florida International University
Modesto Maidique Campus, CSC 220
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

[SIGNATURE & NOTARY PAGES FOLLOW]

EXHIBIT “A”

Development Authorized by the Agreement and for which Capacity is Reserved

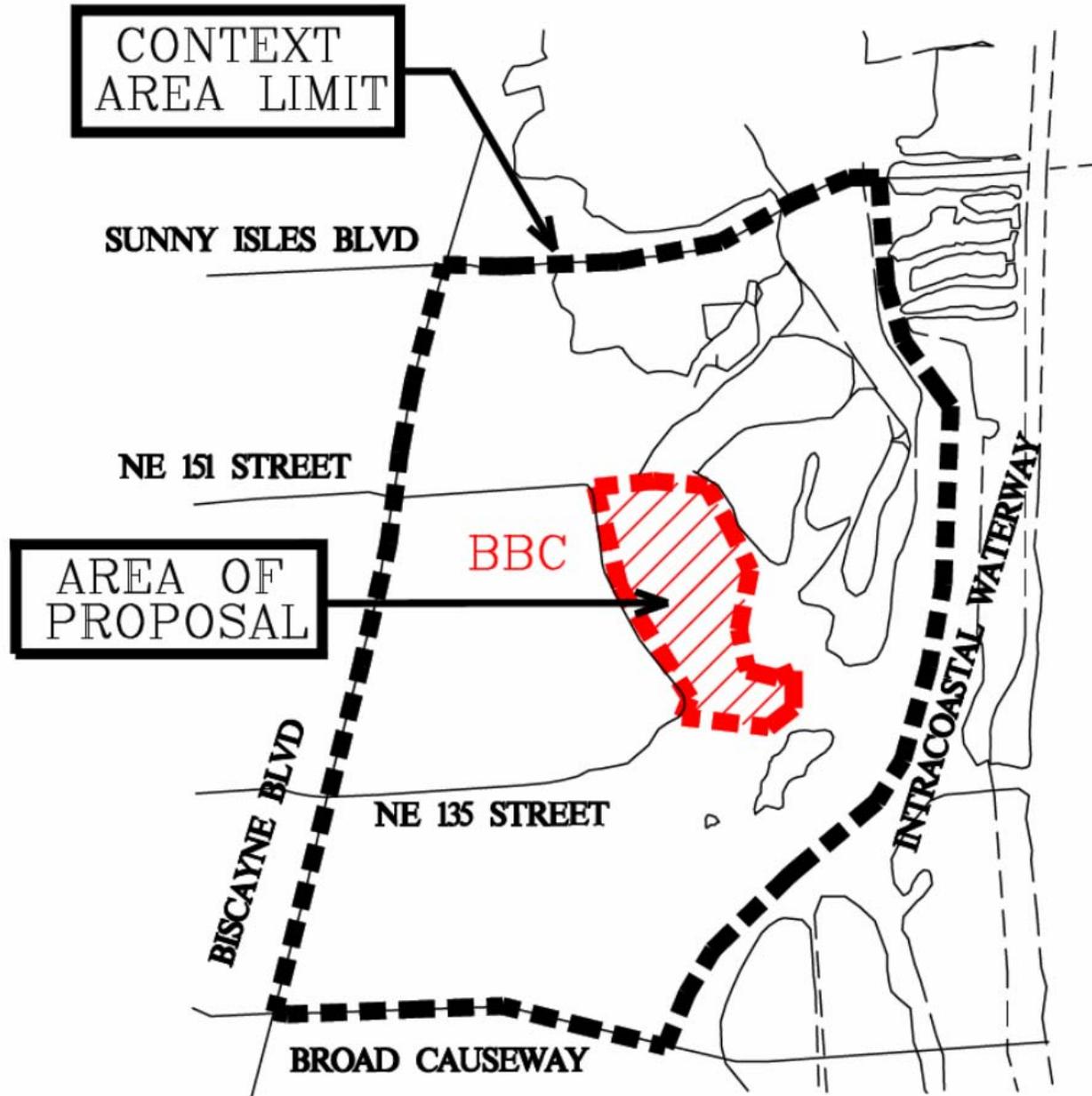
Biscayne Bay Campus

| 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



BISCAYNE BAY CAMPUS